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**I. SCOPE OF SOLICITATION**

It is the intent of Clemson University and the State of South Carolina to solicit proposals for an Exclusive Beverage and Advertising Rights Contract in accordance with the requirements of this Request for Proposals (RFP) for a seven-year contract. The opportunity provided in this solicitation includes, but is not limited to, the exclusive rights to sell, dispense, or otherwise provide beverages for campus vending, dining services, concessions, catering, campus convenience stores, athletic events, intramural sports activities, musical concerts and other University activities where beverages are available, as defined in this RFP, and to advertise the successful Offerors' beverage products in these and other locations approved by the University.

Whenever used in this agreement, the term "Beverage" shall mean:

- A. All carbonated and non-carbonated, natural, or artificially-flavored nonalcoholic beverages for independent consumption, and for use as mixers with alcoholic beverages and otherwise, including, but not limited to: nonalcoholic beverages with nutritive and nonnutritive sweeteners; ready-to-drink tea; flavored and/or sweetened mineral water; natural or artificially flavored nonalcoholic fruit juices; fruit juice containing drinks; fruit-flavored drinks (sweetened or unsweetened); fruit punches and ades; hypertonic, hypotonic and isotonic energy and fluid replacement drinks (sometimes referred to as "sports" drinks) and bottled or canned water (in individual servicing size containers); and
- B. All drinks or beverage bases, whether in the form of syrups, powders, crystals, concentrates, or otherwise, from which such drinks and beverages are made.

All proposals must be complete and carefully worded and must convey all of the information requested in Part II, the Proposal Contents section of this RFP, in order to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, the State and the State alone will be the judge as to whether that variance is significant enough to consider the proposal non-responsive and therefore not considered for award.

**II. INSTRUCTIONS TO OFFERORS**

Regardless of specific requirements below or in this document, Offerors are required to submit their proposal electronically through the Clemson University online bidding system. To do so you must login (registering first) at <https://sciquest.ionwave.net/prod/default.aspx?company=clemson>, and follow specific instructions for this solicitation. You should register several days in advance of the bid closing date so you can be approved and login in time to submit a response.

A. INFORMATION FOR OFFERORS TO SUBMIT - In addition to information requested elsewhere in this solicitation, Offerors should submit the following information for purposes of evaluation. For ease of evaluation, Offerors must submit, as a minimum, the following information in the order listed and format specified: NOTE: Offeror's proposal will be considered non-responsive if these instructions are not followed. In addition, Clemson is more interested in content versus filler material. Your proposal will be submitted on line, so please keep format simple and logically organized.

**1. TECHNICAL PROPOSAL**

- a) The Offeror shall provide a statement acknowledging understanding of Section III. D., Current Beverage Operations, and willingness to meet the requirements of Section III. E., Advertising/Marketing Opportunities, and Section IV, Scope of Work / Specifications, of this RFP.
- b) The Offeror shall provide a detailed description of its general background, experience, and qualifications to operate the Clemson University beverage contract. Information on relevant experience must be provided, including the number of beverage operations on all University campuses. The Offeror shall provide a list of ten (10) University references where the Offeror is currently operating "exclusive" beverage contracts, preferably similar in size to Clemson University. References must include name and address, campus population, total sales volume for each campus for the most current academic year, dates of service, and contact person's name and telephone number.
- c) The Offeror shall supply its most current, certified year-end balance sheet and income statement, and any other documentation necessary to demonstrate its capability to perform the agreement resulting from this solicitation without assistance from any outside source(s). The Offeror must also provide a copy of its latest Dun & Bradstreet Business Information Report.
- d) Provide an organizational chart showing the management structure of the Offeror at the district/regional and corporate levels with a description of the qualifications and credentials of upper level management. Provide a plan for the management and operational staffing for support of a Clemson University Exclusive Beverage contract.

Describe the qualifications and credentials of the Offeror's management staff dedicated to the Clemson University beverage contract.

- e) Offerors must provide a description of service support systems proposed for use at Clemson University. These should include, but are not limited to:
  - i. Beverage vending
  - ii. Retail beverage delivery
  - iii. Vending and retail equipment installation and repair, including approved vending readers
  - iv. Cash handling, refunds, and invoicing procedures
- f) Describe any undergraduate student educational employment assistance programs they might utilize at Clemson. Describe training programs the Offeror intends to use for all employees, including temporary employees.
- g) Provide a contract implementation and transition plan, with target and event dates for commencement of the Offeror's beverage operation.
- h) Describe any programs or initiatives that you can offer to Clemson to support our sustainability/"green" initiatives. Consider [Energy Star vending machines, VendingMiser](#) and/or other similar equipment, initiatives and programs in your proposal. Ensure to include descriptions and any costs Clemson would incur, or investment the Offeror will make in such programs, as part of your financial proposal.
- i) Offeror will describe their marketing approach. Proposal should include the scope of the annual marketing plan (due by March 1<sup>st</sup> each year), budget allocation for marketing, planned promotions for vending, at the various campus food outlets, athletic events and athletic facilities, T. Ed. Garrison Livestock Arena, Outdoor Laboratory, Student Services, support of University organizations, etc., and how the Offeror proposes to increase services for and sales of its beverages. Offeror should propose creative marketing opportunities in regard to co-branding, marketing, or advertising Clemson Athletics, other University departments, and the products of the Offeror. Offeror is encouraged to propose unique marketing initiatives for consideration by the University, including but not limited to, the Cooper Library, the Brooks Center for the Performing Arts, CUshop, Packaging Science sustainability initiatives, Tigerama homecoming events, Clemson World magazine, alumni reunions/meetings, IPTAY meetings, high traffic campus marketing areas, semi-permanent and permanent logo placement in intramural and/or Athletic facilities, as well as dining halls and other locations associated with the areas noted above. This marketing plan as proposed and agreed upon by Clemson will become the basis for the recurring annual marketing cycle that will be driven by the Offeror through coordination with Clemson.

- j) Provide any other information that would indicate why the Offeror is the best partner for Clemson University in this proposed relationship.

## 2. FINANCIAL PROPOSAL

Provide Offeror's financial proposal as listed below. This financial proposal must be submitted as a separate file from the technical proposal. Do NOT include any financial information in your technical proposal. Investment must be entered in the online bidding system where required. Your separate financial proposal must go into more detail in terms of cost breakdown, options, etc... (see below), but it must also clearly indicate the values you enter into the online system. These are the financial values that will be used for evaluation purposes and should reflect the value for the base proposal you are offering in response to this solicitation.

The Offeror shall provide a financial proposal that reflects the opportunity for the three following categories. If any part of your financial proposal (items a-e below) varies by lot, please ensure you provide a clear distinction / proposal that show the differences between each lot.

- **LOT A** (University minus Athletics) - the Dining Halls, vending machines and retail outlets on campus and all University coordinated opportunities;
- **LOT B** (Athletics only) - all Athletic Facilities and events surrounding Athletic events, including, but not limited to:
  - a. Memorial Stadium;
  - b. Littlejohn Coliseum;
  - c. Doug Kingsmore Stadium;
  - d. Riggs Field;
  - e. Indoor Track;
  - f. Outdoor Track;
  - g. Jersey Gym;
  - h. McHugh Natatorium;
  - i. Larry Penley Golf Facility;
  - j. Rowing Facility;
  - k. Indoor and Outdoor Tennis facilities;
  - l. Events taking place in and around the Athletic Facilities that are associated or in conjunction with an Athletic event;
- **LOT C** (Complete University, including Athletics) - a combination of Both A & B;
  - a) Annual cash payment, payable in equal monthly installments beginning August 15, 2012. Payments will be made by direct deposit, within fifteen (15) days after the end of each month. The appropriate University banking information will be provided the successful Offeror to assist in setting up the direct deposit.

	<u>Lot A</u>	<u>Lot B</u>	<u>Lot C</u>
Contract year 1	_____	_____	_____
Contract year 2	_____	_____	_____
Contract year 3	_____	_____	_____
Contract year 4	_____	_____	_____
Contract year 5	_____	_____	_____
Contract year 6	_____	_____	_____
Contract year 7	_____	_____	_____
TOTAL ANNUAL CASH COMMITMENT	_____	_____	_____

- b) In addition to the annual cash commitment/guarantee above, propose a revenue sharing structure based on sales of specific items/categories. This revenue sharing structure will be evaluated as part of the marketing plan as the two are interrelated in terms of overall value to the University. This must be submitted as part of your financial proposal, but will be evaluated separate from the rest of the financial proposal.
- c) Additional financial considerations:
- I. Lump sum cash contribution at commencement of the contract (See Section III. F. – Top Priorities for Immediate Investment)
  - II. Any unrestricted cash contribution to assist the University in reaching our “Top 20” goal
  - III. Other

**Note: Depreciation of any investment must be within the term of the contract.**

d) Wholesale Pricing Proposals

- I. Canned/Bottled Beverages for Resale (Non-Vended). List the products offered, container sizes, wholesale price, and recommended retail price for each product during the first year of the contract. See example at Attachment 2. Add or reduce list of products as applicable.
  - II. Bulk Beverages for Resale. List the products offered, container sizes, average servings per container, and wholesale price. See example at Attachments 3 & 4. Add or reduce list of products as applicable.
- e) **Total Financial Commitment:** As a summation, provide a concise spreadsheet detailing your financial commitment to Clemson University. Provide 1) a total cash commitment (which is to be entered in online system per instructions), 2) a total cash commitment above any minimum requirements outlined in this document, and 3) a total “soft dollar”/ non-cash commitment in a manner that Clemson can conclude how these values were determined. These three items must be clearly communicated for each of the three LOTS.
- B. Please follow submittal requirements outlined in the Bid Attributes in the online bidding system for breakdown of proposals and number of copies that must be submitted.
- C. There are no pre-bid meetings scheduled. However, Clemson is willing, and strongly suggests, a walk-thru of various facilities, including athletic facilities, by request. Please contact Mike Nebesky at [Nebesky@clemson.edu](mailto:Nebesky@clemson.edu) NLT April 27, 2012 (or as soon as possible) to schedule a walk-thru if required.

### **III. BACKGROUND / OVERVIEW**

#### **A. Key Clemson Initiatives**

Clemson University (hereinafter referred to as “the University”) has a goal of becoming a “Top 20” public institution. The focus of all University components will be to support that goal, either through direct improvement of academic and operational areas which are part of the evaluation criteria, or through mission support of those areas. The University will expect the marketing focus and daily support of its beverage contractor to be commensurate with a Top 20 public institution.

**B. University Overview**A Growing, Attractive Location

Clemson University is located in the Blue Ridge Mountain lake country of South Carolina along the high growth corridor between Atlanta, Georgia and Charlotte, North Carolina.

This lake mountain region of South Carolina, Georgia and North Carolina is a key destination for economic development, vacation travel and retirement living. It boasts the fastest growing counties in South Carolina with the highest per capita income in the state. The immediate area around Clemson University is expected to double in population in the next seven years.

Clemson University Influences the State and Beyond

The University's brand influence stretches the state of South Carolina and the entire country. As one of the top universities in the nation, it influences every area of the state, the southeast, and the country from politics to entertainment.

The 20,000-student population represents every county and community of South Carolina, all 50 states and over eighty countries.

The 4,400 faculty and staff make Clemson University the number one employer in the upstate. Because of the education and income level of those associated with the University, they are critical influencers in most civic organizations, churches, synagogues, community organizations, businesses and political organizations in the upstate of South Carolina.

Due to the University's traditional land grant, public service mission, the university has satellite facilities in over 50 locations in South Carolina. Clemson University is committed to frequent, quality communication with the people of South Carolina via its own public radio and TV production facilities, which produce Emmy winning public service programming.

The University's Clyde V. Madren Conference Center, James F. Martin Inn and John E. Walker Golf Course have become a key meeting and conference destination in the southeast. Yearly, over 108,000 visitors take advantage of this scenic, state-of-the-art facility.

The South Carolina Botanical Gardens, Fort Hill, which is the historic home of U.S. Vice President and Senator John C. Calhoun, the T. Ed Garrison Livestock Arena, and the Brooks Center for the Performing Arts are located on the campus. Total visitors to the Clemson campus are estimated at over 1.2 million per year.

Clemson University is one of the "must-sees" on "South Carolina's Discovery Route."

The Clemson brand influence continues with over fifty percent of the University's 120,000 living alumni currently living in South Carolina, and the remainder spread across the United States

Partnering with the Clemson brand has proven to be good business in South Carolina regardless of the business interest. In fact, many companies believe it to be essential if they want to be successful in South Carolina and the southeast.

Brand Clemson is Rated One of the Most Powerful Brands in the Nation

The Clemson brand is considered one of the most powerful college brands in the country. Time Magazine selected Clemson as its 2000 Public College of the Year. U.S. News & World Report ranks Clemson University 25<sup>th</sup> in the country among all public research universities. In addition, U.S. News & World Report ranked Clemson as 4<sup>th</sup> in Up-and-Coming Universities based on promising and innovative changes in the areas of academics, faculty, and student life.

Wall Street Journal routinely designates Clemson as one of the most powerful college merchandising brands. There are 556 licensees currently under contract with Clemson University to produce apparel and other "logoged" merchandise. For over thirty years, the "Tiger Paw" has been one of the top five most demanded brands in college sports.

U.S. News & World Report ranked Clemson University's alumni participation of 26.6% the third highest of all public colleges in the country. IPTAY, the University's athletic support association, is considered the most successful in the country, boasting over 14,000 members.

Clemson University is one of the most sought after universities by high school seniors. Last year approximately 17,000 applications were submitted for 2,900 freshman positions. The applicants' academic credentials, leadership skills and extracurricular activities are among the top for public colleges. Over 90 percent of freshmen will be on scholarship and over 50 percent will graduate in the top 10 percent of their high school class. The future leaders and influencers of South Carolina will be a "captured audience" for four or more years at this University.

The University has a nationally recognized NCAA Division I Athletic Program that is the envy of most college sports programs. On several football Saturdays in the fall, Clemson becomes the third largest city in South Carolina, when over 85,000 fans cheer the Tigers in "Death Valley." The nationally known football program, with high-profile head coach Dabo Swinney, leads an array of 20 men's and women's sports in the very competitive Atlantic Coast Conference.

When the Clemson baseball squad played host to the 2011 NCAA Tournament at Doug Kingsmore Stadium on the Clemson campus, it meant the Clemson Tiger sports program

had accomplished something only one other program had done nationally. It marked the third consecutive year Clemson had been to a bowl game, the NCAA Men's Basketball Tournament, and the NCAA Baseball Tournament. Only Florida State has equaled that accomplishment. Clemson baseball also went to the College World Series in 2010 and has made 16 trips to the College World Series since 1994.

The 2010-11 season marked the fourth straight year the men's basketball program reached the NCAA Tournament, a first in the 100-year history of that program. The Tiger football team has been bowl eligible each of the past nine previous years and has had four top-25 final rankings. The baseball program has been to the NCAA Tournament eight of the last nine years and has been to the College World Series four times from 2000 to 2010.

In addition to the success of the high-profile sports in 2010-11, the women's track and field program won the ACC title both indoor and outdoor, the second straight year they had accomplished that feat, and finished in the top 10 at both national meets. The men and the women both finished in the top 25 at the indoor meet.

The rowing program had its third straight top-15 finish and the women's tennis team made its ninth straight NCAA Tournament appearance. Overall, seven teams finished in the top 25 in the nation.

In the world of sports, Clemson is ranked in the top fifteen season ticket sales, attendance, stadium food and merchandise sold, participation in executive suites, attendance to post-season tournaments and bowl games, and television ratings.

In addition, Clemson won the 2011 Atlantic Coast Conference Football Championship and participated in the BCS 2012 Discover Orange Bowl.

### A Powerful Brand Partner

The key to doing successful business over time in South Carolina and the southeast is to associate with a powerful brand partner who can guarantee the delivery of brand-loyal, heavy users throughout the entire state and the region over an extended period of time.

Clemson is one of the few brands in South Carolina and the nation that can do this.

A partnership with Clemson will guarantee:

- Exclusive access to the current and emerging influencers in the state.
- High-profile programs that deliver quality impressions.
- A preferred destination which is open 365 days a year.
- A first-rate brand environment which will enhance the images of both partners.
- Opportunity to test and expand with a very important, heavy user audience.

- Sales now and beyond.

### C. Key Programs and Facility Enhancements

#### The Clemson 2020 Road Map

Clemson University has had the consistent leadership of President James F. Barker, FAIA, since 2000. Recently, Clemson launched a university-wide strategic planning process that culminated in a plan called the “Clemson 2020 Road Map.” The Road Map supports Clemson’s vision to become one of the nation’s Top 20 public universities.

Specific goals of the Clemson 2020 Road Map include:

- Providing talent for the new economy by recruiting and retaining outstanding students and faculty and providing an exceptional educational experience grounded in engagement,
- Driving innovation, through research and service, that stimulates economic growth, creates jobs and solves problems, and
- Serving the public good by focusing on emphasis areas that address some of the great challenges of the 21<sup>st</sup> century – national priorities such as health, energy, transportation, and the environment.

#### *Will to Lead Capital Campaign*

As always, Clemson is focused, visionary. We know that to be the best, we must keep our sights on our most vital priorities: students and faculty.

Clemson is in the midst of a capital campaign, called the *Will to Lead*, which seeks to raise \$600 million by the end of the fiscal year ending June 30, 2012. In the history of Clemson University, this is the third and largest capital campaign. Thomas Green Clemson, the founder of Clemson University through his bequest, had the original “will to lead” which is now carried on throughout our mission of education, research and economic development.

Each dollar raised by the campaign will go to help Clemson students and faculty. The specific needs are:

- Unrestricted gifts to be used by the President for the University’s most pressing needs
- Student engagement funding in areas such as:
  - Leadership programs,
  - Creative Inquiry undergraduate, interdisciplinary research teams,
  - Study Abroad opportunities, and

- Initiatives in sustainability in packaging and water resources.
- Scholarships for undergraduate students and fellowships for graduate students
- Professorships and endowed chairs so Clemson can attract and retain leading professors

The most significant need in the *Will to Lead* campaign is for unrestricted gifts that the President may use for the most immediate and critical University priorities.

Clemson University's vision is to become a Top 20 public institution within the next eight years. The focus of all University components is to support that goal, either through direct improvement of academic and operational areas which are part of the evaluation criteria, or through mission support of those areas. The University will expect the marketing focus and daily support of its beverage partner to be commensurate with a Top 20 Public University. **The beverage partner should specify any unrestricted cash contribution to assist the University in reaching this goal.**

### **Athletics: Humble Beginnings**

From the humble beginnings of playing on Bowman Field in the late 1800s and early 1900s and the building of Historic Riggs Field in 1915, Clemson has a storied past that is very much embraced today.

Under early leaders, such as Walter M. Riggs and John Heisman, the Tigers built the foundation that maintains Clemson athletics as a vital force. Fike Fieldhouse was built in 1930 and Memorial Stadium was erected in a valley in 1942. IPTAY, a model for college booster organizations across the country, was born in 1934, providing educational opportunities for student-athletes.

Women's sports were added in the mid-1970s, and with this growth came the Jersey Athletic Center in 1973. The most recent athletic facility added was the WestZone in 2009, transforming Memorial Stadium into one of the most modern facilities in the nation.

With this growth and expansion, it is interesting to note that Bowman Field, Historic Riggs Field, and Fike Fieldhouse are still in use today by varsity athletics and the student-body. The Tigers are fortunate to have had outstanding early leaders who had bold and futuristic vision.

### **Exciting Future**

As Clemson embarks on its athletic future, the philosophy of holistically developing the student-athlete continues to be at the forefront. IPTAY continues to provide the funding necessary to carry out this mission and lives up to its motto ("Championships Begin With Scholarships") by funding approximately 500 scholarships, Vickery Hall (Student-Athlete Enrichment Center), various facility projects, and the operation of IPTAY.

We are confident that future generations of male and female athletes will move beyond their fields of play and have a positive impact on the world, just as all of the student-athletes who have preceded them throughout the celebrated history of Clemson athletics. Our goal is to provide our student-athletes with championship-level fields, courts, classrooms, and civic and community-service education that is second-to-none in the country. If we expect the best upon graduation, we must invest in the best.

The exciting and visionary future plans include:

- An Indoor Football Facility to begin construction on March 2012;
- A \$ 2.5 investment in two new video boards in Memorial Stadium, a renovated video board for Doug Kingsmore, Stadium, a new video board for Riggs Field and four new video screens in Littlejohn Coliseum;
- Complete the WestZone Museum and Oculus, and Northwest Concourse in Memorial Stadium;
- Renovation of Historic Riggs Field and Tennis Facilities – a new gateway to the Athletic District;
- Facility improvements and additions to Doug Kingsmore Stadium for our baseball program;
- Expanding the footprint of basketball – a master plan for Littlejohn Coliseum and the Huckabee Annex;
- Funding our community service initiatives.

**The beverage partner should specify any unrestricted cash contribution to assist the University or Athletic Department in reaching this goal.**

#### D. Current Beverage Operations

##### 1. Vending

**The University invites the beverage vending partner to evaluate product mix and vending ratios to maximize opportunity from the vending operation.**

- a) The University currently has a beverage vending contractor which provides all vending machines, machine maintenance, and all vended beverage products. The Offeror should be prepared to provide beverage vending support for an enrollment of approximately 20,000 students and approximately 4,400 faculty and staff. Currently, there are 167 beverage vending machines at the University.
- b) Beverage inventory sold through vending machines in 2010/2011 was:

2,753 cases of 12 oz. cans of soft drink  
12,243 cases of 20 oz. bottles of soft drink  
1,540 cases of 16 & 20 oz. bottles of juices/new age drinks

- c) Current vended beverage prices, which will remain in effect during the first year of any contract resulting from this RFP, are:

\$ .75/can for 12 oz soft drink cans  
\$1.25/bottle for 20 oz soft drink bottles  
\$1.75/bottle for 16/20 oz juices & new age drinks

## 2. Beverages for Resale

**The Offeror will also have the opportunity to provide it's beverages to several University departments which purchase significant quantities of beverages for resale in various University dining services operations, concessions, convenience stores, canteens, dining halls, etc.** Current sales include single bottled and canned soft drinks and other beverages, and soft drinks and other beverages sold by the cup and dispensed by fountain. The resale facilities may be University or University contractor operated. The Offeror's wholesale beverage sales will be to the individual departments or contractors placing the orders, and the beverages will be delivered to the location(s) requested. Invoices must be delivered to the individual departments or contractors placing the orders. The following is a list of the current University departments with retail sale of beverages:

- a) University Dining Services' facilities presently include, but are not limited to, the following dining halls and retail sales locations listed below. Approximately 12,000+ total meal plans are purchased during the Fall, Spring, and Summer semesters each year. Meal plans offer unlimited beverage access during the 21 meals served per week when school is in session.

Harcombe Food Court (Board Plan)  
Schilletter Dining Hall (Board Plan)  
The Clemson House (Board Plan and Retail sales)  
Chili's Too (Retail Sales)  
Chili's 2 (Retail Sales)  
The Canteen in Johnstone Hall (Retail Sales)  
Eastside Food Court in the Hendrix Center (Retail Sales)  
The Corner Stop Convenience Store in the Hendrix Center (Retail Sales)  
The Fernow Street Café (Retail Sales)  
Harcombe Convenience Store in Johnstone Hall (Retail Sales)  
Season's Restaurant in Madren Conference Center (Retail Sales)  
Joe's Bar in the Madren Conference Center (Retail Sales)  
Walker Golf Course Clubhouse Grill (Retail Sales)  
Walker Golf Course Beverage Carts (Retail Sales)  
Clemson Memorial Stadium Sky Boxes and WestZone Club (Retail Sales)  
Clemson Catering throughout the University (Retail Sales)  
Wendy's Restaurant at Schilletter (Retail Sales)  
Java City Cyber Café in Cooper Library (Retail Sales)

Snax n Stax Convenience Store in Cooper Library (Retail Sales)  
Einstein's Bros. Bagels in Hendrix Center (Retail Sales)

These facilities and functions are currently managed and operated by ARAMARK under a University contract which is in place through June of 2020.

- b) University Athletic concession facilities are retail sales locations. These facilities currently include, but are not limited to:

Clemson Memorial Stadium – Football (Seating capacity 81,473)  
Littlejohn Coliseum – Basketball (Seating capacity 11,020)  
Doug Kingsmore Stadium – Baseball (Seating capacity 6,000)  
Rock Norman Track Complex (Seating capacity 2,000)  
Riggs Field – Soccer (Seating capacity 3,500)  
Jervay Athletic Center – Volleyball (Seating capacity 2,200)

These concession facilities are currently managed and operated by ARAMARK under a University-Athletic Department contract which expires in June of 2015.

Please see Attachment 7 which contains sales for the 2010/2011 seasons.

- c) University Student Union facilities currently include, but are not limited to:

Union Underground - Bowling and Games area

Students and other guests who visit the Hendrix Center and the Union on a daily basis are estimated to be 6,000 and 8,000 respectively.

- d) Department of Parks, Recreation and Tourism Outdoor Laboratory Facilities are located on property near the main campus. Complete dining services are available today, or overnight, groups. Over 15,000 visitors representing 250 groups visit the Outdoor Lab each year. This facility is managed and operated by University employees.

On occasion, the Outdoor Laboratory dining services function has received small quantity beverage donations from individuals and local businesses. The University reserves the right to accept these donations and exclude them from any contract resulting from this RFP. However, acceptance of these donations will not unreasonably compete with the intent of an exclusive contract which may result from this RFP.

- e) T. Ed. Garrison Livestock Arena is located on property near the main campus. In excess of 100,000 visitors attended 70 arena events last year.

- f) Over 20,000 participants annually attend programs offered by the Clemson Youth Learning Institute at two locations within South Carolina. Any beverage products provided to these leadership centers by the US Department of Agriculture (USDA), or other infrequent donations by individuals or groups, to serve with meals are exempt from any contract resulting from this RFP. Also exempt at these leadership centers is "Kool-Aid", when served with meals. Beverage vending machines are currently located at these two centers and retail beverage sales are made in center canteens.
- g) Names and quantities of the various beverages sold/purchased at the University for FY2010/2011 (July, 2010 through June, 2011) by area, are listed in Attachments 2-4.
- h) Enhanced facilities mentioned earlier in Section III. C. will encourage greater distribution and consumption of beverages on campus.

## E. Advertising/Marketing Opportunities

### 1. Vending

The beverage partner is granted exclusive advertising/marketing opportunities as proposed on or around beverage vending machines during the contract period resulting from this RFP. The University reserves the right to review and approve all advertising and marketing materials prior to installation.

### 2. CLEMSON ATHLETICS: For the exclusive advertising, product availability, product designation, and other rights described herein during the terms of a contract resulting from this RFP, the Offeror's total financial proposal included in the RFP response will encompass on an annual basis:

- a) **MARKS AND LOGOS (Only available through Clemson Athletic's Sponsorship Component):**
  - Offeror designated as the "Official Soft Drink Partner of the Clemson Tigers";
  - Right to use Clemson marks with Clemson's permission – See Attachment 1;
  - Rights to use marks on promotional items, as long as using a licensed vendor of CLC, and with Clemson Athletics' permission – See Attachment 1;
- b) **SIGNAGE Over the course of the agreement, inventory may alter to meet technological changes, but the opportunities will be equal to or better than those noted below. Each change will be mutually agreeable to both parties).**
  - Football pro-ad (fascia signage) digital rotating logos;
  - Football Pawvision (video board) animated feature, along with eight (8) replay sponsorships;
  - Basketball DORNA rotating digital signage (courtside signage);
  - Basketball permanent signage (courtside);

- Basketball permanent press row signage (two placements);
- Basketball permanent overhead scoreboard signage;
- Basketball Pawvision (video board) animated feature, along with four (4) replay sponsorships;
- Baseball permanent signage on Pawvision (video board);
- Baseball Pawvision full screen graphics four (4) times per game;
- Riggs field (Soccer) permanent scoreboard signage;
- Riggs Field full screen graphics four (4) times per game (if video board is installed);
- Jersey Gym (Volleyball) permanent scoreboard signage;
- Rock Norman (Track) permanent scoreboard signage; Illuminated Co-Branded Menu Boards for all Permanent Athletic Facility Concession Stands where available.

c) **RADIO (Over the course of the agreement, inventory may alter to meet technological changes, but the opportunities will be equal to or better than those noted below. Each change will be mutually agreeable to both parties).**

- The Offeror agrees to purchase:
  - Five (5) 30-second commercials during each regular season CTSN football game broadcast (12); Three (3) 30-second commercials during each regular season CTSN Men's Basketball game broadcast (29); Three (3) 30-second commercials during each CTSN Women's Basketball game broadcast(12); Two (2) 30-second commercials during each CTSN Baseball game broadcast(36); Open and Closing Billboards for all CTSN game broadcasts
  - Offeror agrees to purchase a limited amount of post-season advertising spots on an agreed upon rate (between Clemson Athletics and Offeror), prior to the broadcast (such advertising is IN ADDITION to the dollars associated with this RFP). Billing for extended season game broadcasts will occur at the conclusion of competition season for the respective sports.

d) **TELEVISION (Over the course of the agreement, inventory may alter to meet technological changes, but the opportunities will be equal to or better than those noted below. Each change will be mutually agreeable to both parties).**

- Coaches' Show Network - One (1) 30-second commercial during each of the thirteen (13) football and thirteen (13) basketball coaches' television shows to include Open and Closing Billboards.
- Offeror agrees to purchase a limited number of post-season advertising spots on an agreed (between Clemson Athletics and Offeror), upon rate, prior to broadcast (such advertising is IN ADDITION to the dollars associated with this RFP). Billing for additional shows will occur at the conclusion of the competition season for the respective sports

e) **PRINT (Over the course of the agreement, inventory may alter to meet technological changes, but the opportunities will be equal to or better than those noted below. Each change will be mutually agreeable to both parties).**

- Football game-day program (center spread two full pages);

- Men's basketball flip-card/poster (four games);
  - Women's basketball flip-card/poster (four games);
  - Baseball flip-card/poster (season);
  - *Orange...The Experience* (Eight editions, full page ad);
  - Men's and women's basketball season poster;
  - Men's and women's basketball schedule magnets;
- f) **DISPLAYS/OPPORTUNITIES (Over the course of the agreement, inventory may alter to meet technological changes, but the opportunities will be equal to or better than those noted below. Each change will be mutually agreeable to both parties).**
- Memorial Stadium suites - mutually agreeable number;
  - Tiger Tailgate Show area (10 X 15 area, seven home games); display opportunities may contain a mutually agreeable number of opportunities; if sampling is desired, sampling must take place prior to gates opening; exit sampling is difficult for football;
  - Littlejohn Concrete Pad (100 X 25 area for three home games). Primarily used for large road-show vehicles; Opportunity on a case-by-case basis to be determined in concert with Clemson, to display Offeror show cars, trucks and touring exhibits during select Clemson sporting events;
  - Concourse Kiosks: Opportunity set up temporary concourse kiosks at Memorial Stadium, Littlejohn Coliseum and Doug Kingsmore Stadium during select regular season home games in order to display and promote products and services; Offeror provides the signage, display items, set up and staffing for the locations; if sampling is desired for basketball, baseball or soccer, sampling must take place at the conclusion of the athletic event;
  - Opportunity to display/promotional products at IPTAY Representative National Meeting in Columbia, SC (1,500 people attend meeting in early February);
    - Customer entertaining opportunity – would only want a table or 8 tickets to this event
  - Clemson also would like to include the opportunity for Offeror to participate in the annual Prowl & Growl meetings which take place throughout the entire state of South Carolina and into Georgia and North Carolina. These meetings usually last three hours and conclude with a 60-minute Q&A with head men's basketball coach Brad Brownell and with head football coach Dabo Swinney. These events are well attended. It would be our suggestion for Offeror either have a local representative attend each Clemson Club meeting and we could coordinate a tabling opportunity to solicit Clemson fans. If not, we would request the opportunity to secure Offeror Clemson specific material which could be placed on each placemat prior to the meeting/meal;
    - Customer entertaining opportunity – would only want a table or 8 tickets to this event
  - The Offeror will provide the following items annually for fan participation and interaction at the regular season home events; the Offeror will receive public address announcements, signage and printed promotion for the activities;
    - Men's Soccer, \$ 1,000 of product or prizes and \$ 1,000 of product or prizes for grand prize (items to be mutually agreeable to both parties)
    - Women's Soccer, \$ 1,000 of product or prizes and \$ 1,000 of product or prizes for grand prize (items to be mutually agreeable to both parties)

- Football, \$ 3,000 of product or prizes and \$ 3,000 of product or prizes for grand prize (items to be mutually agreeable to both parties)
  - Volleyball, \$ 1,000 of product or prizes and \$ 1,000 of product or prizes for grand prize (items to be mutually agreeable to both parties)
  - Women's Diving, \$ 1,000 of product or prizes and \$ 1,000 of product or prizes for grand prize (items to be mutually agreeable to both parties)
  - Men's Basketball, \$ 3,000 of product or prizes and \$ 3,000 of product or prizes for grand prize (items to be mutually agreeable to both parties)
  - Women's Basketball, \$ 3,000 of product or prizes and \$ 3,000 of product or prizes for grand prize (items to be mutually agreeable to both parties)
  - Men's Tennis, \$ 1,000 of product or prizes and \$ 1,000 of product or prizes for grand prize (items to be mutually agreeable to both parties)
  - Women's Tennis, \$ 1,000 of product or prizes and \$ 1,000 of product or prizes for grand prize (items to be mutually agreeable to both parties)
  - Baseball, \$ 3,000 of product or prizes and \$ 3,000 of product or prizes for grand prize (items to be mutually agreeable to both parties)
  - Men's Track, \$ 1,000 of product or prizes and \$ 1,000 of product or prizes for grand prize (items to be mutually agreeable to both parties)
  - Women's Track, \$ 1,000 of product or prizes and \$ 1,000 of product or prizes for grand prize (items to be mutually agreeable to both parties)
  - Rowing, \$ 1,000 of product or prizes and \$ 1,000 of product or prizes for grand prize (items to be mutually agreeable to both parties)
  - IPTAY Collegiate Club Rewards program, \$ 5,000 of product or prizes of product or prizes and \$ 2,000 for grand prize (items to be mutually agreeable to both parties);
  - IPTAY Representative Program, \$ 5,000 of product or prizes and \$ 2,000 of product or prizes for grand prize (items to be mutually agreeable to both parties);
- g) **RETAIL PROMOTION IDEAS (Over the course of the agreement, inventory may alter to meet technological changes, but the opportunities will be equal to or better than those noted below. Each change will be mutually agreeable to both parties).**
- Fans come to a Offeror designated location, preferably Bi-Lo or a mutually agreeable C-store Vendor, where a Clemson Tiger will be holding an appearance;
  - Register-To-Win co-branded sweepstakes that must be entered at the Offeror designated locations, preferably Bi-Lo or a mutually agreeable C-Store Vendor;
  - Co-Branded Clemson / Offeror premiums in designated locations, preferably Bi-Lo or a mutually agreeable C-Store Vendor for decoration and distribution to customers;
- h) **OTHER (Over the course of the agreement, inventory may alter to meet technological changes, but the opportunities will be equal to or better than those noted below. Each change will be mutually agreeable to both parties).**
- Opportunity to place coupons/information in football season ticket mailer (14,000);
  - Opportunity to place coupon/information in basketball season ticket mailer (5,000);
  - Opportunity to place coupons/information in baseball season ticket mailer (2,000);

- Opportunity to display devices at seven Collegiate Club football ticket pick-up dates;
  - Utilize IPTAY Collegiate Club
    - Clemson would also like to offer the opportunity to Offeror to market to the IPTAY Collegiate Club members to be the title sponsor for the IPTAY Rewards program; see above\*\*\*\*\*
- i) **INTERNET (Over the course of the agreement, inventory may alter to meet technological changes, but the opportunities will be equal to or better than those noted below. Each change will be mutually agreeable to both parties).**
- Offeror will be a big part of Clemson's "My Orange Update" e-Newsletter [www.myornageupdate.com](http://www.myornageupdate.com) to Athletic season ticket holders and IPTAY donors. This will be a 37-week publication that will keep Clemson supporters up-to-date on all of the latest information on all of Clemson's athletic teams. All elements Offeror would sponsor will include a direct link to Offeror websites and/or any specific pages on that site per Offeror request;
    - Look in to creating splash page for a special offer to recipients
  - Rotating Banner Advertising Run, In-Story Ad, Skyscraper Ad. Advertising run throughout [www.clemsontigers.com](http://www.clemsontigers.com) for the term of partnership with a link to the sponsor's website.
- j) **PROMOTIONAL ITEMS (Over the course of the agreement, inventory may alter to meet technological changes, but the opportunities will be equal to or better than those noted below. Each change will be mutually agreeable to both parties).**
- 40,000 orange Tiger rags with Tiger paw in middle and IPTAY and Offeror logo in corners to be distributed at athletic events during season;
- k) **ALL SPORTS CUP – SEASON SPONSORSHIP (Over the course of the agreement, inventory may alter to meet technological changes, but the opportunities will be equal to or better than those noted below. Each change will be mutually agreeable to both parties).**
- Average of five hundred and thirty thousand (530,000) per academic year;
    - Average of one-hundred (100) events;
    - Used for all sporting events, including selected concerts and university functions;
    - Logo placement only – 20-ounce plastic, fluted cups; the Offeror will have the largest of the corporate logos on these cups; there will be other sponsors on the cups, but none will conflict with the Offeror;
- l) **UNIQUE OPPORTUNITIES (Over the course of the agreement, inventory may alter to meet technological changes, but the opportunities will be equal to or better than those noted below. Each change will be mutually agreeable to both parties).**
- Co-Sponsor of Football Fan Appreciation Day, Spring football Game and "Rock the John" opportunity;
  - Opportunity to co-sponsor on the Tuesday prior to school beginning in August "GET YOUR FIRST SOLID ORANGE T-SHIRT" event involving all 3,000 incoming freshmen;
- m) **DEFINITION:**

It is understood that for purposes of any contract resulting from this RFP, references to the "Athletic Facilities" and "in the Athletic Facilities" shall be deemed to be references to the entire premises of the Athletic Facilities, in and around the Athletic Facilities themselves or associated with, except for the following exception.

Gatorade isotonic beverage contract. The Clemson University Athletic Department currently maintains a Gatorade contract which expires July 31, 2015. Gatorade coolers, sideline carts, squeeze bottles, towels, and cups shall be placed on all Athletic Department benches, sidelines and non-fan accessible playing surfaces at all Clemson University athletic events (home and away), including all pre-season, season, and post-season games, when available and exhibition games, subject to the guidelines of the NCAA and the Atlantic Coast Conference. Such sideline beverage contracts fall outside the scope of any contract resulting from this RFP and can be extended or rebid. This isotonic beverage contract applies only as stated in this paragraph and does not extend to vending or any other beverage services available at the University. In addition, Gatorade also purchased four (4) replays advertisements on the football, basketball and baseball video boards, one (1) :30 spot in each of the Clemson Football and Men's Basketball Head Coaches Shows and one (1) full page advertisement in each Clemson Football Game-day Program and one Basketball Scorecard.

n) **Program, Media and Cup Advertising (Over the course of the agreement, inventory may alter to meet technological changes, but the opportunities will be equal to or better than those noted below. Each change will be mutually agreeable to both parties).**

- 1) Coach's Exclusive Sponsorship. The Athletic Department grants to the Offeror the exclusive soft drink sponsorship of the Clemson football coach, the head men's basketball coach, and the head women's basketball coach provided, however, that such coach shall not be precluded from endorsing non-soft drink products. Notwithstanding anything contained herein to the contrary, the Athletic Department shall not be precluded from granting advertising rights in connection with radio and television broadcasts for the advertisement of beer, and nonalcoholic beer.
- 2) Request opportunity for Offeror to describe recycling or Green Campaign or initiative during Athletic events and the commitment that the partner will make during the campaign;
- 3) Event Tickets. During the term of any contract resulting from this RFP, the Athletic Department agrees to sell and the Offeror agrees to buy, during each season, the following event tickets at the respective per season "rate card" cost (i.e., face value). Costs may increase over the contract period. The following costs are effective for the academic year 2010-2011. Clemson Athletics will have the opportunity to

provide the Offeror additional tickets for regular season and post-season events in which Clemson participate, but the opportunity will be based on availability.

<u>Event</u>	<u>Number</u>	<u>2010-2011 Costs</u>
(a) Football (Season)	12 tickets	\$ 3,708
(b) Executive Suites	22 seats	\$ 29,942
(c) Post Season Football	12 tickets 6 rooms	\$600-\$1,140
(d) Men's Basketball (Season)	12 tickets	\$3,480
(e) A.C.C. Men's Basketball Tournament	24 ticket books	\$9,504
(f) Women's Basketball (Season)	42 tickets	\$2,520
(g) A.C.C. Women's Basketball Tourn.	24 ticket books	\$2,376
(h) Soccer (Season)	12 tickets	\$480
(i) Baseball (Season)	12 tickets	\$1,620
(j) Clemson vs. USC football tickets	50 tickets	\$ 3,250

- 4) Donated Product and Commemorative Cans. The Offeror agrees to provide 500 cases of product annually to the Athletic Department; provided, however, that the Athletic Department may make periodic requests to increase this quantity and the Offeror shall honor such increases, as it deems reasonable. The Offeror shall also produce for sale beverages in commemorative drink cans or bottles as designed by the Offeror and reasonably acceptable to the Athletic Department, in quantities to be determined by the Offeror.
- 5) Product Availability and Other Advertising Rights. During the term of any contract resulting from this RFP, the Athletic Department grants to the Offeror the right to advertise and make available for sale its trademarked beverages and other such beverages of the Offeror as may be agreed upon, at all locations in Athletic Department facilities where beverages are sold, dispensed or served, including restaurants, private clubs and press rooms. It is understood that the availability of these beverages in the Memorial Stadium Executive Suites and the Memorial Stadium WestZone Club and new or additional Premium Seat Locations shall be as agreed upon between the Offeror and the current Memorial Stadium Premium Seat vendor.
  - (a) All beverage dispensing equipment in the Athletic Department facilities (other than in the exempt areas) shall be provided by the Offeror, carry co-branded panels which are clearly visible to the purchasing public, and advertise beverages of the Offeror. Where it is not possible to provide such trademark advertising visible to the public, the Athletic Department shall otherwise provide for the prominent display of such co-branded point-of-sale advertising in a manner and location acceptable to the Offeror. The

Offeror shall retain ownership of all such installed equipment and shall have responsibility for maintenance service required.

- (b) The Offeror will supply up to 100 powered lockable coolers, which may be branded for the Executive Suites in Memorial Stadium. In addition, the exclusive partner will provide service and maintain these coolers. The coolers will be used ONLY during football season. There may be additional requests for smaller powered branded coolers such as for the offices of the Athletic Director, Head Football Coach, Head Men's Basketball Coach, Head Women's Basketball Coach, Head Baseball Coach, IPTAY Office, Press Box at Memorial Stadium, Press Area at Littlejohn Coliseum, Press Box at Riggs Field and Press Box at Doug Kingsmore Stadium and Two (2) Equipment Rooms.
- (c) The Athletic Department further agrees that beverages of the Offeror shall be prominently listed on the menu boards of which the Offeror will be asked to provide of all food and refreshment outlets in the Athletic Department Facilities (other than in the exempt areas).
- (d) The Athletic Department further agrees that beverages shall be hawked in the stands in approved cups or bottles at all sporting events and during all events when any items of any make or description are hawked at the Athletic Department facilities. Approved cups shall be used exclusively with beverages and shall not be used to dispense, distribute or sell any beverage other than the Offeror's products. The Athletic Department, however, shall not be precluded from serving water in the approved cups, on the players' benches, on the sidelines, or in Athletic locker rooms. The Offeror shall have the right to advertise the fact that its products are available in the Athletic Department facilities.
- (e) Offeror will examine opportunities to coordinate with current Memorial Stadium concessionaire the possibility of assisting in coordinating and developing an Athletic Department Concession Debit Card good for items at all Athletic Concession Stands throughout the Athletic calendar. Expenses associated with this unique opportunity will be considered outside of this RFP; however, it is agreed upon that the three parties; the Offeror, the Current Concessionaire and the Athletic Department will share in the expense and revenue associated with this opportunity; The Clemson University Athletic Department will continue to investigate all opportunities for the Offeror and the current Stadium concessionaire to constantly improve sales of product throughout the Athletic Facilities.

Total Minimum Athletic Department Advertising/Sponsorship Fee is \$ 525,000, not to include any capital investment or post-season radio funding. There will be a minimum of a 3% increase

each year (based on the previous year's minimum Athletic Department Advertising/Sponsorship Fee).

- 6) Loss of Product Availability or Advertising Rights. If the sale of any of the Offeror's beverages are restricted or prohibited by the Athletic Department, or if any of the advertising rights granted to the Offeror are restricted or limited during the term of any contract resulting from this RFP, except as required for facility renovation/construction, or if any of the provisions concerning competitive products are not complied with, except as specified in this RFP, the Offeror may elect, at its option, but not as its sole remedy, to:
  - (a) Terminate the contract;
  - (b) Adjust the financial terms for the then remaining portion of the contract term and receive a pro rata refund to reflect the diminution of the value of the rights granted to the Offeror.

In the event the Offeror elects to exercise its right to such a refund or adjustment, the University may, at its option, within ten (10) days following receipt of notice of any adjustment, notify the Offeror of its disagreement with the amount of the adjustment. The parties shall then attempt, in good faith, to resolve the disagreement over the adjustment amount. If the parties cannot, after good faith negotiations resolve the matter, the Offeror may exercise the right of termination outlined in Section V. C.

3. CLEMSON UNIVERSITY (NON-ATHLETIC): For the exclusive advertising, product availability, product designation, and other rights described herein during the terms of a contract resulting from this RFP, the Offeror's total financial proposal included in the RFP response may encompass these or other areas of opportunity on an annual basis:
  - a) The Cooper Library at Clemson University was recognized in a 2009 student engagement survey as the #2 place to hang out on campus (the #1 location was the three dining halls). An important place in the lives of the 20,000 Clemson students, the library reached an all-time high gate count of 10,421 in one 24-hour period on September 21, 2011. With an annual visitor count exceeding 1.2 million and as an important stop on each campus tour, Cooper Library stands at the crossroads of all campus activity. Students may bring food and beverages into the Cooper Library, and there is a Java City coffee shop as well as a Stax and Snax convenience store located in the library. The library has a need for oversize monitors, which could be branded, and associated software to disseminate information to students and visitors to the library about campus events and library services.

- b) The CUshop Consumer Experience Laboratory is a simulated shopping environment in which consumer behavior and purchase decisions are tracked, analyzed and integrated back into the packaging design workflow. Clemson University is unique in this approach, and is the only packaging program in the world to include live eyetracking consumer research in its curriculum. The CUshop looks like a small grocery store and is stocked with consumer goods packages and products. It would be an ideal location for a beverage provider to create brand awareness. CUshop is part of the Sonoco Institute of Packaging Design & Graphics in the Harris A. Smith Building at Clemson.
- c) Tigerama homecoming events at Clemson University are a commemoration of Clemson University student and community pride. The week-long festival headed by Clemson's Blue Key Honor Society attracts students, alumni, family and friends. A catalyst for school spirit, Tigerama is also a source of essential scholarship support. The Tigerama Student Scholarship Fund focuses on academic excellence and character development. Tigerama seeks a title sponsor that would enjoy unparalleled exposure on campus, in the community and across the Tiger nation.
- d) The Brooks Center for the Performing Arts is a 968 seat, state-of-the-art venue that connects Clemson University to the Upstate community through musicals, plays, dance performances, and concerts. Recognized as one of the finest arts destinations of its kind in the nation, the Brooks Center touched nearly 2 million people last year through live performances and state and national broadcasts of performances on public radio. It also serves as home to the Department of Performing Arts, an academic unit which serves 3,500 students annually. The Brooks Center's incredible reach makes it an ideal marketing and brand awareness catalyst for corporations interested in strategic exposure and community engagement.
- e) Clemson World Magazine is the Almuni magazine published four times per year and mailed to approximately 120,000 Clemson alumni worldwide. The Offeror may be interested in being an annual advertiser.
- f) The T. Ed Garrison Livestock Arena has areas for advertising beverages on signs and scoreboards located in and around the indoor and outdoor facilities. Marketing materials may include, but are not limited to, the display of logo or logos of the Offeror on advertising panels, banners, and signs. The design and production cost of all signs, scoreboards, advertising panels, banners, etc. will be at the expense of the Offeror. The University will have final approval of these marketing materials prior to their production. Offerors should include in their response to this RFP specific details of proposed marketing at the T. Ed Garrison Livestock Arena during the term of any contract resulting from this RFP and any proposed annual fees for these advertising rights.

- g) The Clemson University Outdoor Lab Facility has areas for advertising beverages. In consideration of the Offeror's total financial proposal contained in the response to this RFP, the University grants to the Offeror the exclusive privilege to advertise its beverages on signs and other advertising methods located in and around the Outdoor Laboratory facilities. These marketing materials may include, but are not limited to, the display of logo or logos of the Offeror on advertising panels, banners, permanent or temporary signs (including signs on highways directing visitors to the Outdoor Lab). The design and production cost of all signs, advertising panels, banners, etc. will be at the expense of the Offeror. The University will have final approval of these marketing materials prior to their production. Offerors should include in their response to this RFP specific details of proposed marketing at the Outdoor Laboratory during the term of any contract resulting from this RFP.
- h) Student Union Facilities: In consideration of the Offeror's total financial proposal contained in the response to this RFP, the University grants to the Offeror the exclusive privilege to advertise its beverages on signs and other advertising methods located in and around the Student Union facilities. These marketing materials may include but are not limited to, the display of logo or logos of the Offeror on advertising panels, banners, permanent or temporary signs. The design and production cost of all signs, advertising panels, banners, etc. will be at the expense of the Offeror. The University will have final approval of these marketing materials prior to their production. Offerors should include in their response to this RFP specific details of proposed marketing in the Student Union facilities during the term of any contract resulting from this RFP.

Dining Services Marketing and Sponsorship: In consideration of the Offeror's total financial proposal contained in the response to this RFP, the University grants to the Offeror the exclusive privilege to advertise its beverages on signs and other advertising methods located in and around the Clemson University Dining facilities as listed in Section III. D.2.a. These marketing materials may include but are not limited to, the display of logo or logos of the Offeror on advertising panels, banners, permanent or temporary signs, etc... The design and production cost of all signs, advertising panels, banners, etc. will be at the expense of the Offeror. The University will have final approval of these marketing materials prior to their production. Offerors should include in their response to this RFP specific details of proposed marketing in Dining Services' facilities during the term of any contract resulting from this RFP. The Offeror agrees to include in its financial proposal enhancements to Dining Services beverage locations which will benefit both the appearance and functionality of the sales location and also enhance/focus attention on the Offeror's products. The University reserves the right for final approval of all such enhancements. Offerors should include in their response to this RFP specific details of proposed Dining Services' facility or beverage related enhancements during the term of any contract resulting from this RFP. The Offeror may agree to annually co-sponsor and supplement the funding of four (4) special event dinners (estimated supplemental cost is \$4/meal) for all students who attend the special event dinner. Estimated number of dinners served at each special event is 2,500. Meals

will be held in Harcombe and Schilletter dining halls prior to Thanksgiving break, prior to the end of Fall Semester, on Valentine's Day, and prior to the end of Spring Semester. Before any of these events, the date, the menu, cost, and promotional activities will be mutually agreed upon by the dining services contractor, the Offeror, and CU Dining Services personnel. The special event dinner supplemental funding will be payable to the University's dining services contractor.

#### **F. Top Priorities for Immediate Investment**

1. Unrestricted funds for the President of Clemson University
2. Student engagement programmatic funds, such as for the CUshop Consumer Engagement Laboratory and Packaging Science initiatives in Sustainability
3. University facilities, such as the Cooper Library and the Brooks Center for the Performing Arts
4. Upgrading Athletic Facilities and Venues
5. Athletic Marketing and Advertising Opportunities
6. Student Life, such as Tigerama homecoming events

#### **G. Marketing Requirements**

1. Clemson University recognizes "only the provision of service can be contracted, not the responsibility for it." In the eyes of the consumer, ultimate accountability will always rest with the University. The successful Offeror's Marketing Plan for the University must be developed annually, by March 1st, and approved by individuals representing appropriate departments of the University. All ads, flyers, brochures or other materials to be distributed or posted on or off campus, including Internet marketing, will be included in the Marketing Plan. In addition, the University reserves the right to approve and request modifications to signage displayed on campus. Marketing should include as a minimum, products available, planned pricing, promotional specials, internet website addresses, and for vending, information about key service personnel. The successful Offeror will pay all costs associated with design development, and printing of promotional brochures, banners, signs, and corporate web page development, etc....
2. The successful Offeror shall submit to the University, for its prior approval, all advertising to be done in any media. The Offeror shall withdraw any advertising from any location or media if designated University official/officials should so request.
3. Clemson University recognizes the successful Offeror will pay valuable consideration to ensure an exclusive relationship with the University with respect to beverages and advertising rights obtained through any contract resulting from this RFP and that any dilution or diminution of such exclusivity seriously impairs successful Offeror's valuable rights. Accordingly, in the event another person or entity attempts, without the successful Offeror's consent, to associate its beverages with the University, or to suggest that competitive products are endorsed by or associated with the University by referring

directly or indirectly to the University (actions described in this paragraph are sometimes referred to as “Ambush Marketing”), the University will act in its sole discretion with respect to opposing such actions and taking any steps necessary to stop the Ambush Marketing and to protect the exclusive rights granted to the successful Offeror. In the event any such Ambush Marketing occurs during the term of any contract resulting from this RFP, immediately upon learning thereof, each party shall notify the other party.

4. During the term of any contract resulting from this RFP no competitive products may be sold, dispensed or served anywhere on the Clemson University main campus and other local University property except for coffee, hot chocolate, milk, brewed tea, tap water, or Gatorade (or such other isotonic beverage for which the University Athletic Department is under contract) except as otherwise provided by agreement with the current Memorial Stadium Premium Seat vendor.

#### **IV. SCOPE OF WORK / SPECIFICATIONS**

##### **A. General Specifications / Terms & Conditions**

The University is seeking the services of a qualified beverage company to furnish all financial resources, management, labor, equipment, goods, and supplies necessary to act as the Offeror for Clemson University. The University’s overall goal in soliciting a beverage partner is to provide these services and to ensure the highest level of financial effectiveness, beverage service, and customer satisfaction is being provided to the campus. It is essential beverage services are provided with maximum sensitivity to the needs and concerns of the students, faculty, staff, and other University supporters. Products, prices, and services must promote confidence that the University is obtaining the best possible combination of product quality, customer service, and value.

1. The Offeror will be an independent contractor and shall comply with all employment laws, including the provisions of the Fair Labor Standards Act of 1939 as amended, and all other applicable Federal, State, and Local laws, regulations, orders, ordinances, and codes.
2. The Offeror must not discriminate against any employee or applicant for employment because of race, creed, color, age, sex, or national origin; and to make diligent and continuing efforts to employ handicapped persons whenever possible. These actions by the Offeror shall be taken with reference to, but not limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training.
3. The Offeror must state, in all solicitations or advertisements for employees placed by or on its behalf, that all qualified applicants will be afforded equal employment

opportunities without discrimination because of race, creed, color, age, sex, or national origin.

4. The Offeror must provide a statement, within thirty (30) days following the date of notice of contract award, certifying it will comply with applicable federal and state equal employment opportunity laws.
5. Neither the Offeror, nor its subcontractors, their agents, or employees shall be deemed to be employees or agents of the University.
6. The Offeror shall be solely responsible for all applicable federal, state, and local taxes, including timely payment of applicable sales taxes. The Offeror shall be solely responsible for withholding and payment of all federal, state, and local personal income taxes, social security, unemployment, and sickness disability insurance, and other payroll taxes with respect to the Offeror's employees, including contributions from them when and as required by law.
7. The Offeror shall obtain at its sole cost and expense all necessary approvals, licenses, permits, etc., required by law to comply with the provisions of a contract resulting from this RFP. Without additional cost to the University, the Offeror shall pay all required fees, taxes, insurance, and other applicable charges unless otherwise directed by the University with respect to and during the performance of the contract resulting from this solicitation.
8. Without additional cost to the University, the Offeror shall obtain and maintain during the term of the contract resulting from this solicitation and any extension thereof, the minimum insurance coverage specified.
9. The University will be named as an additional insured under insurance policies which shall cover against any and all liability, claims, costs, of whatever kind and nature, for injury to or death of any person or persons and for loss and/or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with the contract resulting from this solicitation, resulting in whole or in part from the negligent acts or omissions of the Offeror, his or her employees, agents, or representatives.
10. Notwithstanding the above, the Offeror hereby agrees to indemnify and hold harmless the University, its Board of Trustees, officers, agents, and employees, from any and all liability, claims, costs and expenses, of whatsoever kind and nature, for injury to or death of any person or persons and for loss and/or damage to any property occurring in connection with or in any way incident to or arising out of the acts or omissions of the Offeror, its employees, agents, or representatives.

11. The Offeror shall be responsible for any loss or damage to property owned by the University and in the Offeror's possession or control. The Offeror bears the responsibility of any financial, inventory, or losses of contents not owned by the University or other University contractors.
12. Each policy of insurance shall contain the following endorsement, or a similar statement with the same meaning: "It is understood and agreed that the insurance company shall notify Clemson University, in writing, thirty (30) days in advance of the effective date of any reduction in, termination, or cancellation of this policy."
13. The Offeror shall furnish to Clemson University, prior to the commencement of services and on the annual anniversary of an awarded contract thereafter, Certificates of Insurance evidencing that it maintains, in companies acceptable to the University, the following coverages:

**COMMERCIAL GENERAL LIABILITY:**

General Aggregate (per project) \$1,000,000 Each Occurrence \$1,000,000  
Products/Completed Operations \$1,000,000 Fire Damage (Any one fire) \$ 50,000  
Personal and Advertising Injury \$1,000,000 Medical Expense (Any one person) \$ 5,000

**BUSINESS AUTO LIABILITY** (including All Owned, Nonowned, and Hired Vehicles):  
Combined Single Limit \$1,000,000 OR Bodily Injury & Property Damage(each) \$750,000

**WORKER'S COMPENSATION:**

State Statutory Employers Liability \$100,000 Per Acc. \$500,000 Disease, Policy Limit;  
\$100,000 Disease, Each Employee

14. The Offeror must furnish a statement of Worker's Compensation as required by law, or a statement that the Offeror is self-insured and will not file a claim against Clemson University.
15. The Offeror shall provide property and casualty insurance covering its merchandise, equipment, and other personal property. The University will provide property and casualty insurance, under the University's policy, covering facilities and equipment owned by the University.
16. A Bid Bond must be submitted along with the proposal. The bond shall be in the form of a certified check, money order or bond by a qualified bonding company authorized to do business in South Carolina, in the amount of \$100,000 and made payable to Clemson University. The bid bond will be returned to Offerors upon award of a contract. This should be mailed to the Procurement Officer to be received prior to the online bid closing date/time.
17. The Offeror will be required to submit a Performance Bond in the sum of \$500,000 prior to commencing operations. The performance bond, which shall be made payable to Clemson University, will cover the initial year of the agreement, with Clemson University

reserving the right to require maintenance of the bond for the remainder of the contract period.

18. The bonding company providing the bid bond and the performance bond must have a Best's Rating of "A" or better.
19. In case of default of the Offeror, the University may procure similar products or services from other sources and hold the Offeror responsible for any excess cost or loss of revenue occasioned thereby.
20. The Offeror shall not subcontract, sublease, assign, transfer, or convey any portion of the contract resulting from this solicitation without the advance written approval from the University.
21. The Offeror will not in any manner use the credit or the name of the University in connection with its business or affairs, without the prior written consent of the University.
22. The Offeror will provide such motor vehicles as necessary to support the normal functions of a beverage provider and will be responsible for fuel, oil repairs, maintenance, parking permits, and insurance as required by South Carolina law. It is the responsibility of the Offeror to ensure only licensed drivers operate Offeror-owned vehicles.
23. Merchandising Rights. (See also Section III. E. above) The Offeror recognizes that University organizations hold fund raising sales, blood drives, and other student sponsored events where beverages are either sold, or provided free of charge and the Offeror recognizes the right of the University to approve such events in accordance with University Policy. If the Offeror wishes to offer beverages for these events free of charge, or at substantial discounts, the RFP response must contain the offer, including beverage cost offer, and other proposal details.
24. The University, subject to its own discretion, shall retain the right to add other outlets for beverage operations on campus, operated directly, or through other contractual arrangements. Such additional beverage sales operations, however, will be included in any contract resulting from this RFP and will be governed by it.
25. Any existing or future University contractor which has a franchise agreement requiring the sale of a specific non-competing drink to maintain the franchise agreement shall be exempt from this agreement. Competing beverages are not exempt without prior written approval of the Offeror. Examples of this type agreement include coffee or tea brewed in coffee shops.

26. The University reserves the right to approve beverages to be sold and to request the removal of beverages from sale, after consultation with the Offeror.
27. The University shall have the right to inspect the accounting records of the Offeror related to beverage sales at the University and may have said records audited by a competent auditor at its own expense. Such records shall be kept by the Offeror for a period of three (3) years, and may be audited by the internal audit staff of the University.

#### B. Beverage Vending Operations

1. Beverage vending equipment belonging to the current contractor will be removed from campus during the period of June 15, – June 30, 2012, if the current vendor is not the Offeror. The Offeror will position replacement equipment during the same period after coordination with the University and the current contractor.
2. The Offeror will be responsible to the University for controlling vending quality, service, sanitation, service personnel, and for promptly handling all communications concerning vending issues.
3. The University intends to hold vended beverage price increases to a minimum and will consider increases only once per academic year. Any proposed vending price increase to become effective July 1, must be submitted in writing no later than March 1 of each year with complete justification for the requested increase. The Consumer Price Index-Urban (CPI-U) and local competitive product pricing will be used as guides to determine appropriateness of price changes. Increases will be made in no less than five (.05) cent increments. The CPI-U should normally indicate a five percent or greater increase since the last change in University vended beverage prices.
4. The University expects the Offeror to enhance and maintain the presentation of the designated vending areas using decorative machine fronts identified with Clemson University and ensuring proper machine alignment, cleanliness, etc., as a minimum.
5. Vending Responsibilities

The Offeror will:

- a. Provide the required automatic vending equipment necessary to ensure quality beverage service on the University premises at locations designated by the University. The machines installed must be new, or like new, and fully serviceable. Acceptable machines will be less than two years old, or will have been completely reconditioned to state-of-the-art condition within the past twelve (12) months and be Energy Star compliant. Vending machines located in space rented to the Federal Government at the Ravenel Center are excluded from any contract resulting from this RFP. Location and type of vending equipment currently being used at the University is contained in Attachment 5.

- b. New and updated equipment shall be listed as certified by the U.S. Public Health Service Model Food Code, and the further requirements of the NAMA Standard for the Sanitary Design and Construction of Food and Beverage Vending Machines and for water machines the Water Vending Machine Code of Practice. Vending machine product selection and money insertion locations must comply with current ADA reach requirements from the U.S. Department of Justice. Any machines deemed by the University to be inadequate or unacceptable must be replaced by the contractor immediately upon request. Vending machines must comply with U.S. Department of Energy mandatory energy efficiency standards for refrigerated beverage machines that will reduce energy consumption.
- c. Ensure that all machines will be maintained in a highly sanitary, presentable, and serviceable condition by providing maintenance and repair services so that products are available on a 24-hour basis, seven (7) days per week basis. As a minimum, the Offeror will respond to repair calls within 24 hours of being notified, or the next normally scheduled workday. Repair cost will be at the expense of the Offeror.
- d. Supply and stock all machines on such a schedule as to ensure product availability on a 24-hour basis, seven days per week. At no time is any beverage machine to have less than four (4) selections available. As a minimum, the Offeror will respond to out of stock calls within 24 hours of being notified, or the next normally scheduled workday.
- e. Provide to the University within fifteen (15) days after the end of each month an auditable report showing sales by individual vendor, by location.
- f. Keep accurate records pertaining to vending services provided under this contract. All such records shall be retained by the Offeror for a period of three (3) years from the close of each contract year's operation.
- g. Provide and affix to all machines a vending trouble reporting phone number and refund locations decal containing information approved by the University. Also provide the University contract liaison person a local or toll-free, telephone number for reporting complaints, repair, and service call requests.
- h. Provide a plan for the prompt repayment of money lost by customers in beverage vending machines. All refunds will be the responsibility of the Offeror, with no cost to the University.
- i. Provide trained, uniformed, and properly identified personnel to service beverage vending equipment. The Offeror will be responsible for the acts and appearance of its employees and its agents while on University premises providing services under the terms of any contract resulting from this RFP.

- j. Furnish, install, and maintain at no cost to the University, a minimum of one hundred and twenty (120), current approved vending card readers, compatible with the Clemson University Tiger 1 Card Services Transaction System. Machines to be equipped with readers are to be delivered with pre-cut reader cutouts as required to install the current approved vending card reader. The Offeror must field verify coin mechanisms, mounting cutouts, and electrical power requirements to ensure compatibility of various beverage machines with approved vending card reader.
- k. A minimum of eighty (80) card readers, in machine locations to be mutually agreed upon by the Offeror and Clemson University, must be installed within 4 months of the contract's effective date. The remaining forty (40) readers will be installed in machine locations mutually agreed upon by the Offeror and Clemson University at any time, but, no later than seven (7) months after the effective date of the contract. Additional card readers may be installed at the discretion of the Offeror. Existing beverage vending machines with card readers are contained in Attachment 5.
  - l. All machines (100%) will be equipped with dollar bill validators.
  - m. Work with the University on co-branding vending machine fronts throughout campus, as well as, work with the University, Athletics, and the University Licensing Office on the opportunities surrounding co-branding machine fronts throughout the Upstate of South Carolina in schools, hotels, businesses, and other locations where vending machines exist.

Clemson University will:

- a. In consideration for the Offeror's total financial proposal contained in Section H of the response to this RFP, the University gives exclusive rights to the Offeror to install, operate, supply and service automatic vending equipment for the vending of beverages including juices, juice drinks, punches, water, and other new age drinks and non-alcoholic beverages, on the University's premises.
- b. At its sole discretion, approve the location or re-location of all machines.
- c. Provide water, electricity, and drainage to a point within five (5) feet of each vending machine requiring such utilities.
- d. Provide area sanitation.
- e. Provide receptacles for the disposal of individual beverage containers, but not for disposal of commercial shipping containers.

- f. Take all reasonable measures to cooperate with the Offeror in preventing pilferage or damages to equipment, but will not be liable for such damage or pilferage, should it occur.
- g. Reserve the right to approve and select products vended. Only nationally recognized brand name products will be vended.
- h. Approve vended beverage prices and portion of products.
- i. Provide all communication/data lines to directly link specified vending machines with the Tiger 1 Card Services Transaction System. The University will provide and assure the validity of all student, faculty, or staff identification cards used to make purchases from the vending machines. The University will not guarantee uninterrupted Tiger 1 Card system service, but shall be diligent in restoring service following any interruptions.
- j. Provide daily/weekly/monthly reports to the Offeror of all TigerStripe sales, by machine, for each machine equipped with an approved vending card reader.
- k. Monthly, the University will pay the Offeror total gross TigerStripe sales, less any adjustments due to operational tests, etc.

#### **C. Equipment Requirements for Beverage Resale Operations**

1. The Offeror shall be responsible for providing equipment, fixtures, and installation services as may be necessary for the successful sale of fountain or other beverages at Clemson University. Dispensing equipment and glass door merchandising coolers currently being used at the University are contained in Attachment 6.
2. The University will pay for minor modifications to space, such as movement of electrical outlets and telephone and data jacks necessary for the Offeror to install required equipment.
3. Preventive maintenance and repair of beverage vending or beverage dispensing equipment will be at the Offeror's own cost and expense.
4. The University will pay all utilities including electricity, water, sewage, heat, and air conditioning and data jacks necessary for operation of beverage vending and dispensing equipment. The University shall not guarantee uninterrupted electrical or computer services, but shall be diligent in restoring service following any interruptions.

#### **D. Disposition of On-Hand Inventory and Dispensing Equipment at Contract Commencement**

1. Minimal on-hand beverage inventories in resale facilities, which are owned by the University or its contractors at the commencement of any contract resulting from

this RFP, will be sold or dispensed in the normal course of business until the inventory is depleted.

2. Dispensing equipment and glass door merchandising coolers placed by the current vendor will be removed if the current vendor is not the Offeror.
3. Beverage inventories in vending machines and the vending machines will be removed by the current beverage vending contractor, if that contractor is not the successful Offeror.

#### **E. Services, Delivery, and Post Mix Pricing Requirements**

1. The Offeror will be required to operate on a 12-month basis, in accordance with the University's academic calendar. An example of a University calendar will be distributed at the mandatory pre-proposal conference.
2. The Offeror shall stock in sufficient quantity and offer for sale an extensive selection of premium quality beverages as outlined in this RFP.
3. The Offeror shall provide vended beverage services and fountain beverages on a schedule which will make them convenient to students, faculty, staff, and University visitors and guests.
4. Delivery of beverages to and from University facilities will be at the Offeror's risk and expense.
5. The Offeror shall provide Clemson University, or its contractors, with all "post mix" soft drinks at the price included in the Offeror's response to this RFP which shall be no more than \$2.50 per gallon for these products for the first (1<sup>st</sup>) year of any contract resulting from this RFP. The price shall be subject to a two percent (2%) discount if payment is made within fifteen (15) days after date of invoice. Upon written request and University approval, the Offeror may adjust the price of post mix once annually in an amount commensurate with the percentage (%) increase of the Consumer Price Index – Urban (CPI-U), or as otherwise justified by unusual market conditions. New prices will be effective thirty (30) days after University approval and with written notification to the University and its contractors. At no time during the term of any contract resulting from this RFP will such price exceed the then current beverage contractor's "National Account Pricing." Such price shall include any applicable per gallon South Carolina Soft Drink Tax.

**F. Personnel Requirements**

1. The Offeror must appoint an individual to act as the Clemson University Beverage Account Manager, who will be the central point of contact for all issues relating to the successful operation of this account. Subsequent changes in this appointment are to be made by the Offeror only after prior consultation with and approval of the University. The person identified as the Account Manager by the Offeror is to have extensive experience in the management of accounts similar in size and complexity to Clemson University. This person must be outgoing, a proven merchandiser, a good communicator, a proven leader, and must have exhibited the ability to deal effectively with University students, faculty, and staff. A bachelor's degree, or equivalent, is preferred.
2. The University reserves the right to request replacement of the Beverage Account Manager for actions considered to be not in the best interests of the University. Such a request will be taken only after consultation between the Offeror and designated University officials.
3. The Offeror's employees must strictly adhere to campus regulations regarding personal behavior and all other rules and regulations of the University.
4. Employees and agents of the Offeror working at Clemson University will be authorized to use service and delivery parking spaces and parking lots utilized by University employees under the policies and fees of University Parking Services and will be expected to comply with such fees and policies.

**V. TERMS AND CONDITIONS – SPECIAL**

A. **AWARD CRITERIA:** Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive Offertory will be ranked from most advantageous to least advantageous.

1. Financial proposal (70%)
2. Marketing Proposal (15%)
3. Commitment to Sustainability (10%)
4. Variety of offerings and service commitment (5%)

**B. EVALUATION PROCESS**

In accordance with law, Clemson will evaluate the technical proposal separately from the financial proposal. When considering the financial proposal, the evaluation will be based on the total financial value the proposal brings to the University. However, each proposal will be considered in combination and considerate of existing food service and marketing agreements such as our Dining Services, Concessions, and Media Rights contracts (i.e. a financial proposal for this RFP that negatively impacts an existing contract with the University will be considered in terms of the net effect to the University).

Also, the evaluation will be conducted on each lot independently and award will be made either by LOT (either A and B, or C).

**C. ORAL PRESENTATIONS**

Acceptable Offerors (i.e. offers that are reasonably susceptible of being selected for award) and all of the Potentially Acceptable Offerors (i.e. offers that are reasonably susceptible of being made acceptable through discussions with the Offerors) may or may not be requested to make oral presentations of their proposals to the University of South Carolina evaluation committee. If requested, such presentations would be conducted prior to final ranking and provide an opportunity for the Offerors to clarify their proposals and to ensure a thorough understanding. Any costs of participating in such presentations will be borne solely by Offeror and will not be reimbursed by the University.

**D. Contract, Term, and Termination**

1. The basic and governing language of the contract resulting from this solicitation shall be comprised of the RFP document, including any attachments and amendments, and the successful Offeror's signed proposal. In the event of a conflict between the two documents, the RFP, its attachments, and amendments shall govern.
2. The term of a contract resulting from this RFP shall be for seven (7) years beginning from the date specified in the intent to award.
3. In the event either party shall fail to maintain or keep in force any of the terms and conditions of the contract, the aggrieved party may notify the defaulting party in writing via Certified mail of such failure and demand that the same be remedied within fifteen (15) days. Should the defaulting party fail to remedy the same within this period, the aggrieved party shall then have the right to terminate the contract by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointment shall not be vacated within thirty (30) days, the

other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate the contract by giving thirty (30) days notice in writing of such termination.

4. Notwithstanding the foregoing, either party shall have the right to terminate a contract resulting from this RFP for any reason during its term upon giving one hundred twenty (120) days notice in writing to the other party.
5. Upon the termination of the contract at the end of the seven (7) year term, or if the contract is terminated early, the University, or its designated contractor, will work with the Offeror to ensure uninterrupted beverage service for campus customers.
6. By the contract termination date, the Offeror will remove from the University premises all of its equipment and all merchandise not purchased by the University, or its designated contractor. If the Offeror should fail to remove such property from the University's premises, the University may move such property into storage and charge the Offeror for the costs of such move and storage. The University will have no liability to the Offeror for any property lost or damaged as a result of such move or storage.

## **VI. ATTACHMENTS TO SCOPE OF WORK**

- 1 – Promotional Licensing Guidelines For Clemson University
- 2 – Usage & Price Proposal For Canned/Bottled Beverages For Resale (Non-Vended)
- 3 – Usage & Price Proposal For Bag In Box Soft Drinks
- 4 – Usage & Price Proposal For Bag In Box Juices and Other Drinks
- 5 – Beverage vending locations
- 6 – Equipment
- 7 – Athletic Sales

**ATTACHMENT 1 - PROMOTIONAL LICENSING GUIDELINES FOR CLEMSON UNIVERSITY****1. Objective**

To develop clear guidelines regarding how media Offeror's partners may use Clemson trademarks in their promotional efforts.

**2. Definitions**

**2.1 Premium Items** – A product using Clemson trademarks is considered a premium item when it is used to increase the sales of another product, increase a company's brand recognition or further a company's association with a university. Premium items may or may not be co-branded with the partner's logo. Premium items include, but are not limited to, the following:

- Products being given away or sold in conjunction with a consumer promotion
- Products co-branded with Clemson and partner's logos and sold at retail
- Products given away at Athletics events or other events to promote partner's relationship with Clemson
- Products used for internal incentives
- Products used as corporate rewards/gifts
- Products used as dealer loaders

**2.2 Sponsorships** – Any printed piece(s), radio, TV, or internet sponsorship used to show partner's relationship with Clemson

**3. General Guidelines**

**3.1** All uses of Clemson trademarks by media Offeror's partners must be approved by Clemson licensing (advertising approved directly by licensing; premium items approved by Clemson via CLC)

**3.2** All premium items featuring the Clemson marks must be licensed and royalty bearing at the prevailing CLC royalty rate for premiums (currently 10% but subject to change).

**3.3** Royalties are paid by the licensee producing the premium items and are based on the licensee's wholesale price to the media Offeror's partner.

**3.4** The following opportunities fall outside of partner's agreement with media CONTRACTOR and may be subject to additional licensing fees: national championships, conference championships, bowl games, NCAA promotions, and ACC promotions.

Step 1: Corporate Partner contacts media Offeror to discuss promotional plans.

Step 2: Clemson licensing and/or CLC grants approval of the following:

- Concept of the promotions
- Premium item(s) and artwork
- Advertising materials

Step 3: CLC communicates approval status to all necessary parties.

Step 4: Premium Licensee signs a premium license agreement and pays royalties to CLC.

**CLEMSON UNIVERSITY ATHLETIC DEPARTMENT GUIDELINES FOR  
THE USE FEDERALLY PROTECTED MARKS**

SITUATION	CONTACT	ACTION
Use of Clemson marks contained within sponsor's Logo	Tim Match (864) 656-2911	This is not available
Use of Clemson marks on print ads, including program ads, billboard ads, newspaper flyers, entry boxes.	Tim Match (864) 656-2911	Sponsor shall be permitted to place only one Clemson mark on a print ad, program ad, billboard or entry box. All items containing Clemson's marks must be approved prior to use of mark.
Use of Clemson Marks on premium items (cozies, towels, etc.)	Tim Match (864) 656-2911  Collegiate Licensing Company (770) 956-0520	The royalty-bearing items must be produced by a Clemson licensee who is in good standing with the Collegiate Licensing Company. All items containing Clemson's marks must be approved prior to use of mark.
Use of Clemson Marks on commercial items	Tim Match (864) 656-2911  Collegiate Licensing Company (770) 956-0520	The royalty-bearing items must be produced by a Clemson licensee who is in good standing with the Collegiate Licensing Company. All items containing Clemson's marks must be approved prior to use of mark.
Use of "Official Sponsor of Clemson" status	Tim Match (864- 656-2911	Sponsor shall be permitted to place "Official Sponsor of Clemson" status. All items containing official sponsor of Clemson status must be approved prior to use.
Marks include:		Word Clemson, Word Tiger, Word IPTAY, Wordmark Clemson, Wordmark UNIVERSITY, Tiger Paw logo, Alumni Association seal, IPTAY logo, One Clemson, Solid Orange, etc.
Appropriate use of marks	Tim Match (864) 656-2911	Refer to UNIVERSITY Visual Identity Guidelines

## **ATTACHMENT 2 – USAGE & PRICE PROPOSAL FOR CANNED/BOTTLED BEVERAGES FOR RESALE (NON-VENDED)**

**Notes:**

Enter your bid price per pack specified and extend. If your product or pack is different from that given, list in column marked "Adjustments". Also, list your "suggested retail price" for the first year of an awarded contract. Use additional space as needed.

**Bid price is your price to University departments/contractors. For ease of billing/payments/reconciliation, request the number of different prices be held to a minimum**

## **ATTACHMENT 3 – USAGE & PRICE PROPOSAL FOR BAG IN BOX SOFT DRINKS**

**ATTACHMENT 4 – USAGE & PRICE PROPOSAL FOR BAG IN BOX JUICES AND OTHER DRINKS**

**ATTACHMENT 5 – BEVERAGE VENDING LOCATIONS**

<b>Customer Name</b>	<b>Addr1</b>	<b>Specific Location</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>ON/OFF CAMPUS</b>	<b>DEBIT</b>	<b>MACHINE</b>
CU-ADMIN SERVICES BLDG	108 PERIMETER RD	BREAKROOM	CLEMSON	SC	29634	ON	NO	BOTTLE
CU-BARNETT DORM-DEBIT	218 BRYAN CIR	INSIDE LAUNDRY ROOM	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-BARRE HALL	120 MCGINTY CT	2ND FL VENDING AREA	CLEMSON	SC	29634	ON	NO	CANS
CU-BENET DORM	121 PHI ST	2ND FLOOR	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-BIOS SYS RESEARCH	220 CHERRY RD	HALLWAY	CLEMSON	SC	29634	ON	NO	BOTTLE
CU-BRACKETT HALL-DEBIT	321 CALHOUN DR	1ST FLOOR	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-BRACKETT ENERGY-DEBIT	321 CALHOUN DR	2ND FLOOR HALLWAY	CLEMSON	SC	29634	ON	YES	CANS
CU-BRACKETT HALL-DEBIT	321 CALHOUN DR	1ST FLOOR	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-BROOKS HALL	141 JERSEY LN	1ST FLR END OF HALL	CLEMSON	SC	29634	ON	NO	CANS
CU-BROOKS HALL-DEBIT	141 JERSEY LN	BASEMENT HALLWAY	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-BYNES DORM-DEBIT	260 BRYAN CIR	BASEMENT HALLWAY	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-BYNES DORM-DEBIT	260 BRYAN CIR	BASEMENT HALLWAY	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-BYNES DORM-DEBIT	260 BRYAN CIR	BASEMENT HALLWAY	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-BYNES DORM-DEBIT	260 BRYAN CIR	BASEMENT HALLWAY	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-CALHOUN COUR- MAINT BLDG	114 CT WAY	MAINTENANCE AREA	CLEMSON	SC	29634	ON	NO	CANS
CU-CALHOUN COURT	114 CT WAY	BASEMENT MAIN BLDG	CLEMSON	SC	29634	ON	NO	CANS
CU-CALHOUN COURT-DEBIT	114 CT WAY	OUTSIDE MAIN BLDG.	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-CALHOUN COURT-DEBIT	114 CT WAY	OUTSIDE MAIN OFFICE	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-CLEMSON HOUSE DORM-DEBIT	410 N PALMETTO BLVD	NEXT TO CAFETERIA	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-CLEMSON HOUSE DORM-DEBIT	410 N PALMETTO BLVD	BASEMENT LAUNDRY	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-COOPER LIBRARY-1ST FL DEBIT	116 SIGMA DR	1ST FLOOR	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-COOPER LIBRARY-5TH-DEBIT	116 SIGMA DR	5TH FLOOR	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-COOPER LIBRARY-5TH-DEBIT	116 SIGMA DR	5TH FLOOR	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-COOPER LIBRARY-DEBIT	116 SIGMA DR	4TH FLOOR	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-COOPER LIBRARY-DEBIT	116 SIGMA DR	2ND FLOOR	CLEMSON	SC	29634	ON	YES	CANS
CU-COOPER LIBRARY-DEBIT	116 SIGMA DR	4TH FLOOR	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-COOPER LIBRARY-DEBIT	116 SIGMA DR	4TH FLOOR	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-COOPER LIBRARY-DEBIT	116 SIGMA DR	4TH FLOOR	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-COPE DORM-DEBIT	105 PHI ST		CLEMSON	SC	29634	ON	YES	BOTTLE
CU-DANIEL 4TH-DEBIT	131 DELTA EPSILON CT	4TH FLOOR	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-DANIEL HALL-DEBIT	131 DELTA EPSILON CT	BREEZEWAY/OUTSIDE	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-DANIEL HALL-DEBIT	131 DELTA EPSILON CT	BREEZEWAY/OUTSIDE	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-DANIEL HALL-DEBIT	131 DELTA EPSILON CT	BREEZEWAY/OUTSIDE	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-DEVELOPMENT OFFICE	201 SIKES HALL	BREAKROOM	CLEMSON	SC	29634	ON	NO	CANS
CU-DILLARD HALL	400 KLUGH AVE	OUTSIDE/LOAD DOCK	CLEMSON	SC	29634	ON	NO	BOTTLE
CU-EARLE HALL	206 S PALMETTO BLVD	BASEMENT	CLEMSON	SC	29634	ON	NO	BOTTLE
CU-EDWARDS HALL-DEBIT	730 MCMILLAN RD	SNACK ROOM	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-EDWARDS HALL-DEBIT	730 MCMILLAN RD	SNACK ROOM	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-FIKE FITNESS CTR-DEBIT	110 HEISMAN ST	STAFF LOUNGE	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-FIKE FITNESS CTR-DEBIT	110 HEISMAN ST	STAFF LOUNGE	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-FIKE FITNESS CTR-DEBIT	110 HEISMAN ST	LOWER HALLWAY	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-FIRE DEPT	1521 PERIMETER RD	INSIDE BAYS	CLEMSON	SC	29634	ON	NO	BOTTLE
CU-FLUOR HALL	216 S PALMETTO BLVD	2ND FLOOR	CLEMSON	SC	29634	ON	NO	CANS
CU-FLUOR HALL-DEBIT	216 S PALMETTO BLVD	3RD FLOOR	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-FLUOR HALL-DEBIT	216 S PALMETTO BLVD	1ST FLR HALL-FLR DAN	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-FREEMAN HALL-DEBIT	211 FERNOW ST	INSIDE HALLWAY	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-FREEMAN HALL-DEBIT	211 FERNOW ST	BACKROOM	CLEMSON	SC	29634	ON	YES	CANS
CU-GEER DORM	107 CHI DR	STUDENT LOUNGE	CLEMSON	SC	29634	ON	NO	CANS
CU-GEER DORM-DEBIT	107 CHI DR	STUDENT LOUNGE	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-GODFREY HALL-DEBIT	133 ALPHA BETA CIR	1ST FL VENDING AREA	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-HARDIN HALL	403 CALHOUN DR	BASEMENT VEND AREA	CLEMSON	SC	29634	ON	NO	CANS
CU-HARRIS A SMITH	216 S PALMETTO BLVD	BASEMENT HALLWAY	CLEMSON	SC	29634	ON	NO	BOTTLE
CU-HENDRIX STUDENT CTR	720 MCMILLAN RD	3RD FL MICHELIN CTR	CLEMSON	SC	29634	ON	NO	CANS
CU-HENDRIX STUDENT CTR-DEBIT	720 MCMILLAN RD	INSIDE THE HENDRIX B	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-HENDRIX STUDENT CTR-DEBIT	720 MCMILLAN RD	INSIDE LOBBY	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-HOLMES DORM-DEBIT	521 FORT HILL ST	INSIDE LOBBY	CLEMSON	SC	29634	ON	YES	CANS
CU-HOLMES DORM-DEBIT	115 UNION DR	BASEMENT	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-HOLTSENDORFF HALL	102 BETA GAMMA CT		CLEMSON	SC	29634	ON	NO	BOTTLE
CU-HOLTSENDORFF HALL-DEBIT	102 BETA GAMMA CT	BASEMENT BY STAIRWEL	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-HUNTER HALL-DEBIT	211 S PALMETTO BLVD	INSIDE LOBBY	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-JERVEY HALL	310 PERIMETER RD	BREAKROOM	CLEMSON	SC	29634	ON	NO	CANS
CU-JOHNSTONE DORM	141 ALPHA BETA CIR	A7 (7TH FLOOR)	CLEMSON	SC	29634	ON	NO	BOTTLE
CU-JOHNSTONE DORM	141 ALPHA BETA CIR	LOADING DOCK	CLEMSON	SC	29634	ON	NO	CANS
CU-JOHNSTONE DORM	141 ALPHA BETA CIR	A-8 HALLWAY	CLEMSON	SC	29634	ON	NO	BOTTLE
CU-JOHNSTONE DORM-DEBIT	141 ALPHA BETA CIR	A-6 FREIGHT ELEVATOR	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-JORDAN HALL-DEBIT	130 DELTA EPSILON CT	INSIDE LOADING DOCK	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-LANDSCAPE & MAINTENANCE	104 LANDSCAPE DR	INSIDE MAIN BUILDING	CLEMSON	SC	29634	ON	NO	CANS

Customer Name	Addr1	Specific Location	City	State	Zip	ON/OFF CAMPUS	DEBIT	MACHINE
CU-LEE HALL-DEBIT	323 FERNOW ST	BREEZEWAY/OUTSIDE	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-LEE HALL-DEBIT	323 FERNOW ST	BREEZEWAY/OUTSIDE	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-LEE HALL-DEBIT	323 FERNOW ST	BREEZEWAY/OUTSIDE	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-LEHOTSKY HALL-DEBIT	128 MCGINTY CT	BASEMENT	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-LEHOTSKY HALL-DEBIT	128 MCGINTY CT	LOADING DOCK	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-LEHOTSKY HALL-DEBIT	128 MCGINTY CT	1ST FLOOR HALLWAY	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-LEHOTSKY HALL-DEBIT	128 MCGINTY CT	1ST FLOOR HALLWAY	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-LEVER DORM-DEBIT	250 BRYAN CIR	BASEMENT	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-LEVER DORM-DEBIT	250 BRYAN CIR	BASEMENT HALLWAY	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-LEVER DORM-DEBIT	250 BRYAN CIR	BASEMENT BY LAUNDRY	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-LIGHTSEY BRIDGE DORM-DEBIT	1650 PERIMETER RD	HALLWAY	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-LONG HALL-BOTTOM FL	220 PARKWAY DR	BASEMENT HALLWAY	CLEMSON	SC	29634	ON	NO	BOTTLE
CU-LOWRY HALL	306 SOUTH PALMETTO DR	BREAKROOM/1ST FLOOR	CLEMSON	SC	29634	ON	NO	BOTTLE
CU-MAINTENANCE STORES	402 KLUGH AVE	OUTSIDE/ON DOCK	CLEMSON	SC	29634	ON	NO	BOTTLE
CU-MANNING DORM-DEBIT	240 BRYAN CIR	BASEMENT	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-MANNING DORM-DEBIT	240 BRYAN CIR	BASEMENT	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-MANNING DORM-DEBIT	240 BRYAN CIR	INSIDE BASEMENT HALL	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-MARTIN HALL-DEBIT	220 PARKWAY DR	OUTSIDE/BETWEEN O&E	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-MARTIN HALL-DEBIT	220 PARKWAY DR	OUTSIDE/BETWEEN M&O	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-MARTIN HALL-DEBIT	220 PARKWAY DR	OUTSIDE/PHYSICS BZY	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-MARTIN INN #1	420 MADREN CENTER DR	1ST FLOOR BREAKROOM	CLEMSON	SC	29634	ON	NO	BOTTLE
CU-MARTIN INN #2	420 MADREN CENTER DR	2ND FLOOR BREAKROOM	CLEMSON	SC	29634	ON	NO	BOTTLE
CU-MARTIN INN #3	420 MADREN CENTER DR	3RD FLOOR BREAKROOM	CLEMSON	SC	29634	ON	NO	BOTTLE
CU-MARTIN INN #4	420 MADREN CENTER DR	4TH FLOOR	CLEMSON	SC	29634	ON	NO	BOTTLE
CU-MAULDIN DORM-DEBIT	228 BRYAN CIR	HALLWAY TO LAUNDRY	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-MCADAMS HALL-DEBIT	821 MCMILLAN CIR	INSIDE LOBBY	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-MCCABE DORM-DEBIT	531 FORT HILL ST	LOUNGE/1ST FLOOR	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-MCCABE DORM-DEBIT	531 FORT HILL ST	LOBBY	CLEMSON	SC	29634	ON	YES	CANS
CU-MCCABE DORM-DEBIT	531 FORT HILL ST	LOUNGE/1ST FLOOR	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-MCFADDEN HALL	220 PRIMERTE RD	BREAKROOM	CLEMSON	SC	29634	ON	NO	BOTTLE
CU-MELL HALL	100 BETA GAMMA CT	HALLWAY	CLEMSON	SC	29634	ON	NO	CANS
CU-NORRIS DORM-DEBIT	200 ALPHA BETA CIR	LOUNGE VENDING AREA	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-NORRIS DORM-DEBIT	200 ALPHA BETA CIR	LOUNGE VENDING AREA	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-OLIN HALL	413 CALHOUN DR	LOADING DOCK/INSIDE	CLEMSON	SC	29634	ON	NO	CANS
CU-P&A HALL-DEBIT	130 MCGINTY CT	2ND FLR	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-P&A HALL-DEBIT	130 MCGINTY CT	1ST FL ELEVATOR	CLEMSON	SC	29634	ON	YES	CANS
CU-P&A HALL-DEBIT	130 MCGINTY CT	LOADING DOCK	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-PHYSICAL PLANT	220 SERVICE DR	BACKDOOR/SMOKESTACKS	CLEMSON	SC	29634	ON	NO	BOTTLE
CU-PHYSICAL PLANT	220 SERVICE DR	BACKDOOR/SMOKESTACKS	CLEMSON	SC	29634	ON	NO	CANS
CU-POLICE DEPT	220 AVE OF CHAMPIONS	BREAKROOM	CLEMSON	SC	29634	ON	NO	CANS
CU-POST OFFICE-DEBIT	113 UNION DR	OUTSIDE BREEZEWAY	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-POST OFFICE-DEBIT	113 UNION DR	OUTSIDE BREEZEWAY	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-REDFERN INFIRMARY	735 MCMILLAN RD	OUTSIDE/ON DOCK	CLEMSON	SC	29634	ON	NO	BOTTLE
CU-RHOES HALL-DEBIT	118 ENGINEERING SERVICE DR	INSIDE LOADING DOCK	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-RIGGS HALL-DEBIT	433 CALHOUN DR	1ST FLOOR	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-RIGGS HALL-DEBIT	433 CALHOUN DR	3RD FLOOR ELEVATOR	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-RIGGS HALL-DEBIT	433 CALHOUN DR	RIGGS BASMENT	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-SANDERS DORM-DEBIT	117 CHI DR	STUDENT LOUNGE	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-SIKES HALL	101 CALHOUN DR	BREAK AREA	CLEMSON	SC	29634	ON	NO	CANS
CU-SIKES HALL	101 CALHOUN DR	BASEMENT HALLWAY	CLEMSON	SC	29634	ON	NO	BOTTLE
CU-SIRRINE HALL-DEBIT	515 CALHOUN DR	BASEMENT HALLWAY	CLEMSON	SC	29634	ON	YES	CANS
CU-SIRRINE HALL-DEBIT	515 CALHOUN DR	BASEMENT HALLWAY	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-SIRRINE HALL-DEBIT	515 CALHOUN DR	BASEMENT HALLWAY	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-SMITH DORM-DEBIT	208 BRYAN CIR	BASEMENT HALLWAY	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-STADIUM SUITES DORM-DEBIT	305 KLUGH AVE	INSIDE LAUNDRYROOM	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-STADIUM SUITES DORM-DEBIT	305 KLUGH AVE	INSIDE LAUNDRYROOM	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-STRODE TOWER	121 DELTA EPSILON CT	BASEMENT	CLEMSON	SC	29634	ON	NO	BOTTLE
CU-STROM THURMOND HALL	230 KAPPAST	2ND FLOOR BREAKROOM	CLEMSON	SC	29634	ON	NO	BOTTLE
CU-STUDENT GOVERNMENT-DEBIT	523 FORT HILL ST	INSIDE FRONT DOOR	CLEMSON	SC	29634	ON	YES	CANS
CU-THORNHILL DORM-DEBIT	600 MCMILLAN RD	INSIDE LAUNDRYROOM	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-TILLMAN HALL	101 GANTT CIR	4TH FLOOR HALLWAY	CLEMSON	SC	29634	ON	NO	CANS
CU-TILLMAN HALL-DEBIT	101 GANTT CIR	1ST FLOOR HALLWAY	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-TILLMAN HALL-DEBIT	101 GANTT CIR	BASEMENT HALLWAY	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-UNION GAMEROOM-DEBIT	527 FORT HILL ST	POOL TABLES-CSD VEND	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-UNIVERSITY FACILITIES	310 KLUGH AVE	BREAKROOM	CLEMSON	SC	29634	ON	NO	CANS
CU-VICKERY HALL-DEBIT	220 PARKWAY DR	BREAKROOM	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-VICKERY HALL-DEBIT	220 PARKWAY DR	BREAKROOM	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-WALKER COURSE	100 PERIMETER RD		CLEMSON	SC	29634	ON	NO	CANS
CU-WELCOME CENTER	116 ALUMNI CIR	OUTSIDE, BACK ENTRAN	CLEMSON	SC	29634	ON	NO	CANS
CU-WEST END ZONE-2ND FLOOR FOY	MEMORIAL STADIUM A ST	2ND FLOOR FOYER	CLEMSON	SC	29633	ON	NO	BOTTLE
CU-YOUNG DORM-DEBIT	113 PHI ST	STUDENT LOUNGE	CLEMSON	SC	29634	ON	YES	BOTTLE
CU-YOUNG DORM-DEBIT	113 PHI ST	STUDENT LOUNGE	CLEMSON	SC	29634	ON	YES	BOTTLE

TOTAL ON CAMPUS MACHINES

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<b>Customer Name</b>	<b>Addr1</b>	<b>Specific Location</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>ON/OFF CAMPUS</b>	<b>DEBIT</b>	<b>MACHINE</b>
CU-WW LONG 4H LEADERSHIP CTR	82 CAMP LONG RD	OUTSIDE REC HALL	AIKEN	SC	29805	OFF	NO	BOTTLE
CU-CLEMSON RESEARCH (RICH LAB)	100 TECHNOLOGY DR	BREAK AREA	ANDERSON	SC	29625	OFF	NO	CANS
CU-CLEMSON RESEARCH	100 TECHNOLOGY DR	CANTEEN	ANDERSON	SC	29625	OFF	NO	CANS
CU-103 RESEARCH-BRKRM	103 CLEMSON RESEARCH BLV		ANDERSON	SC	29625	OFF	NO	BOTTLE
CU-CLEMSON APPAREL	500 LEBANON RD	BREAK AREA	PENDLETON	SC	29670	OFF	NO	CANS
CU-APPLIED TECHNOLOGY	511 WESTINGHOUSE RD	BREAK AREA	PENDLETON	SC	29670	OFF	NO	CANS
CU-YOUTH INSTITUTE	698 CONCORD CHURCH RD	LUNCHROOM	PICKENS	SC	29671	OFF	NO	BOTTLE
CU-CAMPUS BEACH & REC	275 YMCA CIR		SENECA	SC	29678	OFF	NO	BOTTLE
CU-RAVENEL BLDG	118 RAVENEL CENTER PL	ROOM 51	SENECA	SC	29678	OFF	NO	BOTTLE
CU-CAMP BOB COOPER OFFICE CAN	8001 M W RICKENBAKER RD	OUTSIDE OFFICE	SUMMERTO	SC	29148	OFF	NO	CANS
CU-CAMP BOB COOPER	8001 M W RICKENBAKER RD	ON CAFETERIA PORCH	SUMMERTO	SC	29148	OFF	NO	BOTTLE
CU-CAMP BOB COOPER	8001 M W RICKENBAKER RD	DECK BY WATER	SUMMERTO	SC	29148	OFF	NO	BOTTLE
CU-CAMP BOB COOPER GYM	8001 M W RICKENBAKER RD		SUMMERTO	SC	29148	OFF	NO	BOTTLE
CU-COMPUTER RESEARCH	340 COMPUTER COURT	BREAK AREA	CLEMSON	SC	29634	OFF	NO	CANS
CU-ADVANCED MTRLS RESEARCH	107 COMPUTER CT	1ST FLOOR BREAK AREA	CLEMSON	SC	29634	OFF	NO	CANS
<b>TOTAL OFF CAMPUS MACHINES</b>							<b>15</b>	<b>0</b>
<b>TOTAL FULL SERVICE VENDING MACHINES</b>							<b>156</b>	<b>97</b>

**ATTACHMENT 6 – EQUIPMENT**

Note: Equipment listed below is currently furnished by beverage supplier. As a minimum, the same type and quantity of equipment will be required to be provided by the successful Offeror.

Type of Equipment	Harcombe	Schillletter	Clemson House	Chili's Too	POD at Bracket	Canteen	Eastside Food Court	The Corner Stop Conv. Store	Fernow	Harcombe Conv. Store Paw Mart	Season's	McKissick Theater	Walker Golf Course Clubhouse Grill
Bag in Box Racks	4	4	2	1		2	2		2		1		
6 Head Post Mix Fountain with Ice Dispenser	4	4		1		2							
6 Head Post Mix Fountain with Ice Cooled Cold Plate											2		
8 Head Post Mix Fountain with Ice Dispenser			1						2				
Freestanding DISP													
Tower DISP													
Freestyle Fountain Unit							2						
Counter Electric			1			1							
Bar Guns											1		
Pre Mix Fountain with Ice Dispenser													
Triple Door Glass Front Merchandiser						1	1	2	1	3			1
Double Door Glass Front Merchandiser			1										
Single Door Glass Front Merchandiser						1						1	
Counter Top Cooler								1					
Small Single Door Cooler		1					1						
FLM Merchandiser Cooler													
Other Non Dispensers	4	5	2				1						
6 Head Bag in Box Juice Dispenser	6	6											
4 Head Bag in Box Juice Dispenser							5						
Refrigerated Spray Drink Dispenser													
Rolling Ice Bins													
Hawker's Trays													
Texas Tanker Rolling Tubs													
Carbonators	9	10	1	1		2	2		4		3		
<b>Totals</b>	<b>27</b>	<b>31</b>	<b>7</b>	<b>3</b>	<b>2</b>	<b>10</b>	<b>14</b>	<b>0</b>	<b>9</b>	<b>3</b>	<b>7</b>	<b>1</b>	<b>1</b>

Type of Equipment	Clemson Mem. Stadium Sky Boxes, West Endzone, Equip Rooms	Clemson Catering Madren Center	Wendy's Restaurant	Java City Cyber Café	Snax n Stax Conv. Store	Einstein Brothers Bagels	IPTAY Office	Garrison Arena	Bookstore	ICAR	Littlejohn Coliseum	Baseball, Soccer, and Track combined	Camps (Cooper, Long, Outdoor Lab, Pickens YI)
Bag in Box Racks	52		2		1			4			16	4	1
6 Head Post Mix Fountain with Ice Dispenser					1						1		2
6 Head Post Mix Fountain with Ice Cooled Cold Plate	88		2					4			19	7	
8 Head Post Mix Fountain with Ice Dispenser													
Freestanding DISP													
Tower DISP											5		
Freestyle Fountain Unit													
Counter Electric 5V		5									4		
Bar Guns													
Pre Mix Fountain with Ice Dispenser													
Triple Door Glass Front Merchandiser	13								1				
Double Door Glass Front Merchandiser	14	1			2				1		2		
Single Door Glass Front Merchandiser	29							1			2	4	
Counter Top Cooler	22	4						1			1		
Small Single Door Cooler	12			1				1	1	1	1		
FLM Merchandiser Cooler	68	2					1						
Other Non Dispensers													
6 Head Bag in Box Juice Dispenser													
4 Head Bag in Box Juice Dispenser													
Refrigerated Spray Drink Dispenser													
Rolling Ice Bins	10	20											
Hawker's Trays	85												
Texas Tanker Rolling Tubs	25												
Carbonators	159		2		1	2	3	1	3		20	8	2
<b>Totals</b>	<b>582</b>	<b>27</b>	<b>6</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>14</b>	<b>3</b>	<b>1</b>	<b>70</b>	<b>24</b>	<b>5</b>

**ATTACHMENT 7 – ATHLETICS SALES**

Note: This list I provided for information only to provide a snapshot of sales by sport for the seasons noted below. These numbers do not fully coincide with the usage in Attachments 2 & 3.

	2011 Football	2010-11 Basketball	2010 Baseball	2010-11 W Soccer	2010-11 M Soccer	2010-11 Volleyball	2010-11 Track and Field	2010-11 Non-Athletic Events	Total Unit Sales
20oz Fountain	91086	15397	11770	96	105			3189	121643
32oz Fountain	66738	3855	3224	30	372			1158	75377
20oz Bottle - Dasani	113173	2665	7281	104	204	205	268	2941	126841
20oz Bottle - Powerade Orange	10180	1265	1559	62	100	89	127	447	13829
20oz Bottle - Powerade Blue	9945	1318	1559	43	121	92	178	596	13852
20oz Bottle - Coke Classic	8579	1490	1199			136	160	920	12484
20oz Bottle - Diet Coke	7231	1821	1370			156	166	564	11308
20oz Bottle - Sprite	3770	433	411			92	84	352	5142
20oz Bottle - Coke Zero	3280	666	430			69	50	245	4740
20oz Bottle - Country Breeze* (Tea)	6074								6074
<hr/>									
*new product for 2011-12 sales year									
	Totals	Totals	Totals	Totals	Totals	Totals	Totals	Totals	Totals
	320,056	28,910	28,803	335	902	839	1,033	10,412	391,290